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Port of Portland

P.O. Box 3529
Portland, Oregon 97208

CONTRACT MANUAL

Including Specifications

for

**GENERAL TERMINALS
BERTHS 104, 204, 205, 206, AND 501
MAINTENANCE DREDGING**

Project 52012, 52025

AS BID
ADDENDUM NO. 1

November 1996



THE PORT OF PORTLAND
P.O. BOX 3529
PORTLAND, OREGON 97208

GENERAL TERMINALS
BERTHS 104, 204, 205, 206, AND 501
MAINTENANCE DREDGING

ADDENDUM NO. 1

Addendum No. 1 hereby amends the contract manual for the General Terminals, Berth 104, 204, 205, 206, and 501 Maintenance Dredging project dated November 6, 1996. It is essential that prospective bidders note the contents of this addendum and that the Port of Portland be made aware that the addendum has been received. Therefore, acknowledge receipt by inserting the number of this addendum in the space provided on Page 00300-4 of the Revised Bid.

Contract Manual

Document 00300, BID, discard and replace with the enclosed revised bid form. (The amounts of bid items two and three have been decreased.)

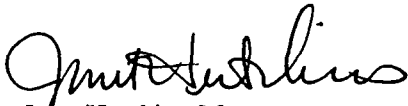
Page 01025-2, 3:

A, add after the first sentence, "Payment of the rate per day will be adjusted in the case of a partial stand-by day."

B, change to read, "Payment will be made at the contract unit price per day of delay, or fraction thereof, as directed by the Engineer."

Page 02842-4, 3.4, A, 1, b, change the last sentence to read, "Unloading shall be done during daylight hours only."

THE PORT OF PORTLAND


Janet Hutchins, Manager
Contracts and Procurement

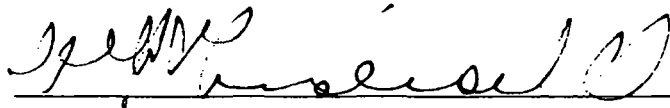
November 15, 1996

Enclosure: Revised Bid Form

S:\SPECS\GT96D134\AD-1.DOC

GENERAL TERMINALS
BERTHS 104, 204, 205, 206, AND 501
MAINTENANCE DREDGING

APPROVALS

Project Manager: 

Project Engineer: 



GENERAL TERMINALS
BERTHS 104, 204, 205, 206, AND 501
MAINTENANCE DREDGING

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APPENDIX A MORGAN BAR DISPOSAL SITE

APPENDIX B PERMITS

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ADVERTISEMENT FOR BIDS

THE PORT OF PORTLAND

GENERAL TERMINALS
BERTHS 104, 204, 205, 206, AND 501
MAINTENANCE DREDGING

Sealed bids for the General Terminals, Berths 104, 204, 205, 206, and 501, Maintenance Dredging will be received at the office of the Manager, Contracts and Procurement, of The Port of Portland, 700 N.E. Multnomah Street, 15th floor, Portland, Oregon 97232, (503) 731-7593 (mailing address: Post Office Box 3529, Portland, Oregon 97208) until, but not after, 2 p.m. November 21, 1996, and thereafter publicly opened and read.

Description of Work:

Dredge the Berth 501 barge slip to a minimum depth of -15 CRD. Remove approximately 1221 cubic yards of material. Dredge Berth 104 to a minimum depth of -26 CRD. Remove approximately 7660 cubic yards of material. Dredging Berths 204, 205, and 206 to a minimum depth of -40 CRD. Remove approximately 14,871 cubic yards of material. The work includes transporting and disposing of dredged material at the Morgan Bar disposal site and/or at a Contractor-provided disposal site approved by the Port and in accordance with permits.

A prebid conference will be held on Wednesday, November 13, 1996, at 1:30 p.m. in the Stevedore Services of America conference room in the Terminal 2 Administration Building, 3556 NW Front Avenue, Portland, Oregon to discuss all phases of the work.

Please direct technical questions to the Project Engineer, Michael Eaton, (503) 731-7337.

Bids must be on the bid form which will be provided to prospective bidders and must be accompanied by a certified or cashier's check drawn on a United States bank or a bid bond payable to The Port of Portland in an amount equal to at least 10 percent of the total amount bid.

Prequalification is not required for this work.

The drawings and the contract manual may be examined at Port offices. Copies may be obtained by prospective bidders at no cost from Contracts and Procurement (address above).

No bid will be received or considered unless it contains a statement by the bidder as a part of the bid that the provisions of ORS 279.350 (regarding payment of prevailing wage rates on public works projects over \$25,000) are to be complied with.

Bidders are hereby alerted to the statutory requirement that a public works contractor pay to the Oregon Bureau of Labor and Industries a fee equal to 0.1 percent of the contract price, but in no event less than \$100 or more than \$5,000.

No bid will be received or considered unless the bidder is registered with the State of Oregon Construction Contractors Board, pursuant to ORS 701.055 (1), prior to submitting a bid. (Reference Articles 10, 12, and 13 in the Instructions to Bidders.)

The contractor or a subcontractor need not be licensed for asbestos work under ORS 468A.720.

Bidders are required to state whether or not the bidder is a resident bidder, as defined in ORS 279.029. (Reference Article 3 in the Instructions to Bidders.)

Bids may be rejected if not in compliance with bidding procedures and requirements. Any or all bids may be rejected if in the public interest to do so.

THE PORT OF PORTLAND

A handwritten signature in cursive script, appearing to read "Janet Hutchins", followed by a small mark that looks like "for".

Janet Hutchins, Manager
Contracts and Procurement

November 6, 1996

DOCUMENT 00100
INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

ARTICLE 1 - DESCRIPTION

- 1.1 Labor, materials, and other means required by the contract documents to complete the work.

ARTICLE 2 - PREBID INTERPRETATION OF CONTRACT DOCUMENTS

- 2.1 If the bidder finds discrepancies, omissions, or is in doubt as to the true meaning of any part of the contract documents, submit a written request for a clarification or interpretation to the Manager, Contracts and Procurement, not later than 7 days prior to the bid opening date.
- 2.2 Clarification or interpretation of the contract documents will be made by addendum. Consider addenda in the bid. The Port is not responsible for explanation, clarification, or interpretation made or given except by addendum.

ARTICLE 3 - RESIDENT BIDDER PREFERENCE

- 3.1 Each bid shall contain a statement as to whether the bidder is a resident bidder, as defined in ORS 279.029.
- 3.2 Under ORS 279.029(6), a "resident bidder" is a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in Oregon, and has stated in the bid whether the bidder is a "resident bidder" pursuant to ORS 279.029(6).
- 3.3 Under ORS 279.029(6), a "non-resident bidder" is a bidder who is not a "resident bidder" as defined in Item 3.2 above.
- 3.4 Failure to complete the "resident bidder" certification statement of residency or nonresidency contained in the bid form may result in rejection of the bid.
- 3.5 In determining the lowest responsive bidder, the Port will, for the purpose of awarding the contract, add a percent increase on the bid of a nonresident bidder equal to the percent, if any, of the preference given to that bidder in the state in which the bidder resides.

ARTICLE 4 - PREQUALIFICATION OF BIDDERS

- 4.1 If prequalification is specifically required in the Advertisement for Bids, prequalify under Oregon Revised Statutes (ORS) 279.039. Submit the prescribed prequalification statement to the Manager, Contracts and Procurement, not later than 5 business days prior to the bid opening date.
- 4.2 If the bidder intends to rely on existing prequalification by the State of Oregon, submit evidence of that prequalification according to the same schedule required for the Port of Portland application for prequalification.

ARTICLE 5 - EQUIVALENT MATERIALS, PRODUCTS, OR SERVICES

- 5.1 Specified materials, products, or services are named for the purpose of establishing a standard of quality and characteristics desired. Other materials, products, or services of equal quality and characteristics for the purposes intended may be submitted at the appropriate time for approval. The Substitution Request Form is enclosed at the end of these Instructions to Bidders. The Engineer, in his sole discretion, will be the judge of the equality and suitability of the proposed substitution.
- 5.2 The following definitions of the phrases stated after materials, products, or services in the Specifications determine the extent to which substitutions may be proposed.
- A. "OR APPROVED EQUAL" materials, products, or services require approval by addendum prior to bid opening. Materials, products, or services which the bidder proposes to substitute, and which he/she considers equal to those specified, must be submitted on the Substitution Request Form and received by the Manager, Contracts and Procurement, not later than 7 days prior to the bid opening date. Requests shall be accompanied by complete technical data and such pertinent information and/or samples as necessary, or as specifically specified, to fully identify and appraise the material, product, or service. Approval of materials, products, or services deemed equivalent will be issued by addendum prior to the bid opening date.
 - B. "OR EQUAL" materials, products, or services do not require approval prior to bid opening. Materials, products, or services which the Contractor proposes to substitute and which he/she considers equal to those specified shall be submitted on the Substitution Request Form for approval. The proposed substitution shall anticipate necessary lead time required for approval by the Port and procurement. Such submittal shall be accompanied by complete technical data and such pertinent information as necessary to fully identify and appraise the material, product, or service. No increase in the contract price or time will be considered when substitution is not approved.

ARTICLE 6 - ESTIMATED QUANTITIES

- 6.1 Estimated quantities shown in the bid form provide a basis for comparison of bids only. The bidder shall verify the quantity of each bid item prior to submission of his/her bid. Reference is made to Change of Contract Price in the General Conditions.

ARTICLE 7 - EXAMINATION OF SITE

- 7.1 Examine the site and conditions thereon. Bids shall take into consideration conditions which may affect the work. No additional compensation or extension of time will be allowed because of any condition of which the bidder could have informed himself either by examination, testing, sampling, review of records, or otherwise. The Port's site study information, if any, will be made available to prospective bidders for review; however, the Port disclaims liability and responsibility for the completeness or accuracy thereof.

ARTICLE 8 - BID SECURITY

- 8.1 The bid shall be accompanied by bid security. The security shall be a certified or cashier's check or a bid bond made payable to the Port of Portland. Checks shall be drawn on a United States bank. Bid bonds shall be executed by a surety company licensed to do business in the State of Oregon. The amount of the check or bond shall be equal to at least 10 percent of the total amount bid. The check or bond will be held by the Port as security and a guaranty that the bidder will execute the Agreement, give satisfactory evidence of insurance, and furnish a 100 percent performance and payment bond.
- 8.2 The Port may retain the bid security of the three lowest responsive bidders until:
- A. all bids are rejected,
 - B. Notice of Award is issued and contract documents are executed by the successful bidder, or
 - C. expiration of the bids,
- at which time the bid security of the unsuccessful bidders will be promptly returned.
- 8.3 The bid security of those other than the three lowest responsive bidders will be returned promptly following bid opening.

ARTICLE 9 - EXECUTION OF BID

- 9.1 Bids shall be on the bid form provided to prospective bidders.
- 9.2 When the bid form provides for writing the bid price in words and numerals, the price as written in words governs over the price written in numerals.
- 9.3 In the case of conflict between the amount bid and the product of the estimated quantity and the unit bid price, the unit bid price prevails and the corrected product will be used in computing the total amount bid.
- 9.4 Complete the bid form requirements, including acknowledgement of receipt of addenda, if applicable; statement of resident status; and any other requirements specifically called for in the bid.
- 9.5 Execute the bid in the name of the firm followed by the signature of the officer authorized to sign for the firm and the printed or typewritten designation of the officer's name and office held.
- 9.6 Type or print the address and telephone number of the bidder on the bid form.

ARTICLE 10 - SUBMISSION OF BID

- 10.1 Seal the bid in a separate envelope, addressed to the Manager, Contracts and Procurement, The Port of Portland, 700 N.E. Multnomah Street, Portland, Oregon, (Mailing address: P.O. Box 3529, Portland, Oregon 97208) showing on the outside of the envelope the name of the bidder, the bidder's State of Oregon Construction Contractors Board registration number, and the contract title preceded by the words "SEALED BID." (A sticker is provided for bidder convenience.)
- 10.2 Bids will be received at the place and until the time stated in the Advertisement for Bids.
- 10.3 A bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

ARTICLE 11 - WITHDRAWAL OF BID

- 11.1 Prior to bid opening, a bidder may withdraw his/her bid. This will not preclude submission of another bid by such bidder prior to the time set for bid opening.

ARTICLE 12 - OPENING OF BIDS

- 12.1 The Port reserves the right to postpone a bid opening.
- 12.2 At the time and place set for the opening and reading of bids, bids received prior to the scheduled closing time for receipt of bids will be publicly opened and read aloud, irrespective of irregularities or informalities in such bids. Except, in the absence of the State of Oregon Construction Contractors Board registration number, the bidder may be disqualified as nonresponsive and the bid will not be opened.

ARTICLE 13 - ACCEPTANCE OR REJECTION OF BIDS

- 13.1 Bids may be rejected if not in compliance with bidding procedures and requirements. All bids may be rejected in the public interest.
- 13.2 The Port may disqualify a bidder if, at any time, it finds:
 - A. The bidder does not have a current, valid, certificate of registration issued by the State of Oregon Construction Contractors Board;
 - B. The bidder cannot provide a performance and payment bond;
 - C. The bidder does not have equipment available to perform the contract;
 - D. The bidder does not have key personnel available of sufficient experience to perform the contract;
 - E. The bidder has repeatedly breached contractual obligations to public and private contracting agencies; or

- F. The bidder has failed to supply promptly information requested by the Port pursuant to an investigation of the bidder's qualification to perform the contract.
- 13.3 In determining the low responsive bid, the Port will not consider alternates called for in the bid form.
- 13.4 Bids that are incomplete or conditioned in any way, or that contain erasures or alterations, may be rejected.
- 13.5 Failure to acknowledge receipt of an addendum may result in rejection of a bid.
- 13.6 The Port may waive minor informalities in a submitted bid.
- 13.7 Acceptance of a bid by the Port will be made by a Notice of Award issued within 50 days after the bid opening date (or as modified by Document 00300, Bid). The bid may not be revoked by the bidder within this period. Failure to issue the Notice of Award within the 50-day period will permit the bidder to withdraw his/her bid. If withdrawn, the Port will return the bid security. A bid remains effective until it is withdrawn by an affirmative act of the bidder or until the Port rejects the bid, either expressly or impliedly, by awarding the contract to another bidder.

ARTICLE 14 - EXECUTION OF AGREEMENT AND PERFORMANCE AND PAYMENT BOND

- 14.1 Within 10 days after issuance of the Notice of Award indicating acceptance of the bid by the Port, the successful bidder (Contractor) shall execute and deliver the Agreement and the Performance and Payment Bond to the Port. The Performance and Payment Bond shall be for the total amount of the contract. The company providing the Performance and Payment Bond shall be authorized to do business in the State of Oregon. The Agreement and the Performance and Payment Bond shall be on the form provided by the Port.
- 14.2 Notice of Award may be canceled by the Port and the bid security forfeited if the bidder fails to execute the Agreement, give satisfactory evidence of insurance, and furnish the performance and payment bond within 10 days after Notice of Award. The Port may extend the time for delivery of the executed contract documents. If the Port extends the time for delivery of the executed contract documents at the successful bidder's request, the Port may:
 - A. Extend the time (see NOTICE TO PROCEED below) between Notice of Award and Notice to Proceed by an equivalent number of days, or
 - B. Reduce the contract duration period (see the Bid and the Agreement) by an equivalent number of days.

ARTICLE 15 - NOTICE TO PROCEED

- 15.1 Within 45 days after Notice of Award, the Port will execute the Agreement and issue Notice to Proceed. The Notice to Proceed will state the dates: (1) on which the Contractor may begin the work, (2) by which the Contractor is required to attain substantial completion of the work, and (3) by which the Contractor is required to attain final completion of the work.

ARTICLE 16 - PROTESTS

- 16.1 A bidder or prospective bidder who wishes to object to any aspect of this solicitation must deliver a written protest to the Port's Manager of Contracts and Procurement, 700 N.E. Multnomah, 15th Floor, Portland, Oregon 97232; or P.O. Box 3529, Portland, Oregon 97208; or facsimile to (503) 731-7597.
- 16.2 If the protest relates to matters that are apparent on the face of the solicitation documents or that otherwise are known or reasonably ought to be known to the protestor, the protest must be delivered no later than five calendar days before the deadline for the Port's receipt of offers.
- 16.3 If the protest relates to other matters, including but not limited to the award of the contract, it must be delivered as soon as possible, and in no event later than five calendar days after the protestor knows or reasonably ought to know of the award of the contract, the Port's intent to award the contract, or the other matters to which the protest is addressed.
- 16.4 A protest is delivered for the purposes of this article when it actually is received by the Port's Contracts and Procurement staff.
- 16.5 The Port may decline to review a late protest.
- 16.6 The protest shall be deemed to include only the documents timely delivered pursuant to this article. It must clearly state all of the grounds for the protest and must include all arguments and evidence in support of the protest. Testimonial evidence may be submitted by affidavit. The Port may investigate as it deems appropriate in reviewing the protest, and will issue a written response to the protest. The Port may proceed with contract award, execution, and performance while a protest is pending.

END OF DOCUMENT

SUBSTITUTION REQUEST

TO: _____

PROJECT: _____

SPECIFIED ITEM: _____

Section	Page	Paragraph	Description
---------	------	-----------	-------------

PROPOSED SUBSTITUTION: _____

Attached data includes product description, specifications, drawings, photographs, performance and test data adequate for evaluation of request including identifying applicable data portions.

Attached data also includes description of changes to Contract Documents and proposed substitution required for its proper installation.

Undersigned certifies following items, unless modified by attachments, are correct:

1. Proposed substitution does not affect dimensions shown on drawings.
2. Undersigned pays for changes to building design, including engineering design, detailing, and construction costs caused by proposed substitution.
3. Proposed substitution has no adverse effect on other trades, construction schedule, or specified warranty requirements.
4. Maintenance and service parts available locally or readily obtainable for proposed substitution.

Undersigned further certifies function, appearance, and quality of proposed substitution are equivalent or superior to specified item.

Undersigned agrees, if this page is reproduced, terms and conditions for substitutions found in Bidding Documents apply to this proposed substitution.

Submitted by:

Name (Print) _____

General Contractor (if after award of Contract) _____

Signature _____

Firm Name _____

Address _____

City, State, Zip _____

Date _____

Telephone _____ Fax _____

For use by A/E	
<input type="checkbox"/> Approved	<input type="checkbox"/> Approved as noted
<input type="checkbox"/> Not Approved	<input type="checkbox"/> Received too late
By _____	
Date _____	
Remarks _____	

Attachments: _____

DOCUMENT 00300
BID

To The Port of Portland
P.O. Box 3529
Portland, Oregon 97208

The bidder warrants that he has carefully examined the contract documents for the contract described as follows:

GENERAL TERMINALS
BERTHS 104, 204, 205, 206, AND 501
MAINTENANCE DREDGING

The bidder further warrants that he has examined the proposed work area independently of the indications in the contract documents and has made such investigations as are necessary to determine: (1) the character of the materials to be handled, (2) the probable interferences due to Port operations, and (3) other conditions to be encountered.

The bidder further warrants that if this bid is accepted, he will contract with The Port of Portland in the form of Agreement hereto annexed and will to the extent of his bid provide all things necessary for the performance of the contract, including, but not limited to, bonds, labor, materials, transportation, equipment, and anything else required to complete the work in accordance with the requirements of the contract documents.

The successful bidder shall be liable to the Port for all damages that were a reasonably foreseeable result of the successful bidder's breach or negligent performance of the contract, including, but not limited to, damages arising from any one or more of the following events or costs:

1. Termination of the Port's lay berth contract with the federal Maritime Administration for failure to maintain the berth depth required by the contract.
2. The cost of temporary alternative berthing due to incomplete dredging.
3. Costs to tenants for which the Port may be liable, including, but not limited to, the cost of shipping grain by train instead of barge if Berth 501 is not useable.
4. The cost of removing grounded vessels from a berth not dredged.
5. Damage to vessels caused by incomplete dredging.

The parties understand that dredging may be performed only between certain dates (the dredging "window") allowed by various regulatory agencies, that failure to complete the dredging prior to the end of the dredging window will mean that the work cannot be completed for a number of months, and that the extended delay in completion is likely to increase the damages incurred by the Port.

The bidder also agrees to pay Other Damages described in the General Conditions.

Note that the quantities of unsuitable material in the bid form are estimated for bid purposes. Results of the sediment analysis will not be available at the time this contract is advertised. Exact quantities and locations of materials unsuitable for disposal at Morgan Bar will be specified or adjusted at the preconstruction conference.

The bidder submits and proposes the following unit bid prices, to wit:

GENERAL TERMINAL B104, B204, B205, B206, B501 MAINTENANCE DREDGING					
Item No.	Name of Item	Estimated Quantity	Units	Unit Price	Total Price
0001	Initial and Interim Mobilization, Surveying, Cleanup, and Demobilization	_____	LS		
0002	Move Equipment to Accommodate Shipping	3.00	Each		
0003	Stand-By Delay	3.00	Day		
0004	Berth 104, Dredging and Disposal of Material Suitable for Disposal at Morgan Bar	6,128.00	CY		
0005	Berth 104, Dredging and Disposal of Unsuitable Material at Contractor-Provided Site	1,532.00	CY		
0006	Berths 204, 205, 206, Dredging and Disposal of Material Suitable for Disposal at Morgan Bar	11,897.00	CY		
0007	Berths 204, 205, 206, Dredging and Disposal of Unsuitable Material at Contractor-Provided Site	2,974.00	CY		
0008	Berth 501, Dredging and Disposal of Material Suitable for Disposal at Morgan Bar	1,221.00	CY		
0009	Berth 501, Dredging and Disposal of Unsuitable Material at Contractor-Provided Site	0.00	CY		
	Total Amount Bid (Basis of Award)				\$ _____

The bidder hereby acknowledges receipt of Addendum Nos. _____, _____, _____, _____, _____, to these contract documents.

Accompanying this bid is bid security. The amount is 10 percent of the total amount bid. This bid may not be revoked by the bidder for a period of 50 days after the date bids are opened. It is agreed that if this bid is accepted in writing by the Port's Notice of Award within 50 days after bid opening, and the Contractor executes and delivers the Agreement, including a satisfactory performance and payment bond for the full amount of the contract, within 10 days after Notice of Award, said bid security will be returned to the undersigned. Otherwise, said bid security may be collected as liquidated damages at the option of the Port.

After the Contractor has delivered the executed Agreement, including a satisfactory performance and payment bond for the full amount of the contract and evidence of insurance, the Port will issue Notice to Proceed which will establish the dates by which the Contractor is required to attain substantial and final completion of the work. If all of the documents are not provided within 10 days, the Port may extend the Notice to Proceed date or reduce the contract duration period, as specified in the Instructions to Bidders, Article 14.

The surety company requested to issue the performance and payment bond will be _____. The bidder hereby authorizes said surety to disclose to the Port any information concerning bidder's ability to supply a performance and payment bond for the full amount of the contract.

The bidder agrees to comply with the requirements of ORS 279.350 governing the prevailing wage rates. The bidder acknowledges that this bid takes into account the fee that the successful bidder will be required to pay to the Oregon Bureau of Labor and Industries and that the bidder will be entitled to no compensation in addition to the bid price on account of that fee.

The bidder certifies that, under ORS 279.029(6), it is a (check one):

☐ Resident Bidder ☐ Nonresident Bidder.

If a nonresident bidder, the bidder certifies residency of (insert name of state where the bidder is a resident):

Failure to complete the foregoing certification of residency or nonresidency may render the bid nonresponsive. Failure of a nonresident bidder to certify its state of residency also may render the bid nonresponsive.

The right to reject any or all bids is reserved.

Name of Bidder: _____

Signature of Authorized Person: _____

Title: _____

Business Address of Bidder: _____

Business Phone Number: _____ Fax Number: _____

Date: _____

State of Oregon Construction Contractors Board Registration No. _____ (Required for Bidding).

Note: Bid security must be included with this Bid.

DOCUMENT 00500
AGREEMENT

Agreement Number

THE PORT OF PORTLAND
P. O. BOX 3529
PORTLAND, OREGON 97208

GENERAL TERMINALS
BERTHS 104, 204, 205, 206, AND 501
MAINTENANCE DREDGING

THIS AGREEMENT made and entered into this ____ day of _____, 19__, by and
between The Port of Portland, a port district organized under ORS Chapter 778, hereinafter called "the
Port," and _____

_____, hereinafter called "the Contractor."

W I T N E S S E T H:

That the Contractor in consideration of the covenants, agreements and payments to be performed and made
by the Port, hereby covenants and agrees to provide all things necessary for the performance of the
contract, including, but not limited to, bonds, labor, materials, transportation, equipment, and anything else
required to execute, construct and furnish in full compliance with the contract documents, in an
expeditious, substantial and workmanlike manner, the work and material hereinafter particularly described:

GENERAL TERMINALS
BERTHS 104, 204, 205, 206, AND 501
MAINTENANCE DREDGING

The Contractor agrees that the following are hereby made a part of this Agreement and are mutually
cooperative therewith: (1) a copy of the Contractor's Bid signed on _____, 19__, including any
documentation accompanying the Bid; (2) this Agreement, including any post-Bid documentation submitted
prior to Notice of Award and attached as an exhibit to this Agreement; (3) Performance and Payment
Bond; (4) General Conditions; (5) Supplementary Conditions; (6) Wage Rates; (7) Drawings;
(8) Specifications; (9) Addenda; and (10) all Modifications issued after execution of this Agreement.

The Contractor shall be liable to the Port for all damages that were a reasonably foreseeable result of the
Contractor's breach or negligent performance of the contract, including, but not limited to, damages arising
from any one or more of the following events or costs:

1. Termination of the Port's lay berth contract with the federal Maritime Administration for failure to
maintain the berth depth required by the contract.

2. The cost of temporary alternative berthing due to incomplete dredging.
3. Costs to tenants for which the Port may be liable, including, but not limited to, the cost of shipping grain by train instead of barge if Berth 501 is not useable.
4. The cost of removing grounded vessels from a berth not dredged.
5. Damage to vessels caused by incomplete dredging.

The parties understand that dredging may be performed only between certain dates (the dredging "window") allowed by various regulatory agencies, that failure to complete the dredging prior to the end of the dredging window will mean that the work cannot be completed for a number of months, and that the extended delay in completion is likely to increase the damages incurred by the Port.

The Contractor also agrees to pay Other Damages described in the General Conditions.

The Contractor must obtain the prior written consent of the Port to any proposed assignment of any interest in or part of this Agreement. Such consent shall be at the sole discretion of the Port.

Under the same date as this Agreement, the Contractor is furnishing the Port with corporate surety bonds with _____ as surety in the amount of _____.
This bond shall insure complete performance by the Contractor of this Agreement in accordance with all of its terms and provisions.

The Contractor agrees to diligently prosecute the work to final acceptance and to accept as full payment hereunder the amounts specified in the Bid; and the Port agrees to make payments at the time, in the amount, and upon the terms and conditions specified herein.

The Contractor agrees to comply with all federal and state laws and regulations regarding nondiscrimination in employment, employee benefits, and facilities.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed:

(FULL NAME OF CORPORATION)

THE PORT OF PORTLAND

BY: _____
(Signature)

Mike Thorne
Executive Director

NAME: _____
(Print)

Approved as to Legal Sufficiency:

TITLE: _____

Counsel for The Port of Portland

Approved by Commission On:

THE PORT OF PORTLAND

KNOW ALL MEN BY THESE PRESENTS: We _____
as Principal and _____, a corporation
authorized to transact a surety business in the State of Oregon, as
Surety, are jointly and severally held and bound unto THE PORT OF
PORTLAND, a port district, in the sum of _____

The condition of this bond is such that, whereas on the _____
day of _____ 19__ the said _____

_____, Principal, made and entered into
an Agreement with THE PORT OF PORTLAND. Copies of the Agreement together
with all Contract Documents are attached and made a part hereof.

NOW, THEREFORE, this obligation under the Agreement shall become null and
void if the Principal, within the time prescribed and during the life of
any guaranty: (1) observes and complies with the terms, conditions and
provisions of said Agreement in all respects, including those listed in
ORS 279.310 to 279.320; (2) performs all matters and things specified or
shown within the time prescribed or as extended; (3) defends, indemnifies,
saves, and holds harmless THE PORT OF PORTLAND, its Board of
Commissioners, officers, agents, and employees; (4) makes payment promptly
to all persons supplying labor or materials to the Principal or the
Principal's subcontractors for prosecution of the work; (5) makes payment
promptly of all contributions due for workers' compensation insurance and
the State Unemployment Compensation Fund from the Principal or the
Principal's subcontractors in connection with prosecution of the work;
(6) pays the Department of Revenue all sums required to be deducted from
the wages of employees of the Principal and the Principal's subcontractors
pursuant to the Personal Income Tax Act of 1969; and (7) performs and
fulfills all provisions of any extensions and modifications authorized by
THE PORT OF PORTLAND, with or without notice to the Surety, which is
expressly waived; otherwise it remains in full force and effect. By
issuing this bond, the Surety agrees to be bound by the arbitration
provisions of the Contract Documents.

IN WITNESS WHEREOF, the Principal and Surety herein have caused this
bond to be signed and sealed this _____ day of _____ 19__.

PRINCIPAL: _____

Signature: _____

SURETY COMPANY: _____

Attorney-in-Fact: _____

Address: _____

Telephone Number: _____

RECENT CHANGES TO THE GENERAL CONDITIONS

<u>Date</u>	<u>Topic</u>	<u>Item Number</u>
2/94	Rental Rate Blue Book (Port does not maintain)	10.8
2/94	Claims and Disputes	15
3/94	Workers' Compensation	5.3
	Laws and Regulations	6.16, 6.17
	Damages	13.26
	Suspension; Termination	14.1, 14.2
10/95	Minimum Hourly Wage Rate; New Fee to BOLI from Contractor	6.38
12/95	Commercial Recycling Plan - Contractor Submittal	2.8, new forms at end
4/96	Wage Rate Certifications	6.38, E and F

DOCUMENT 00700
GENERAL CONDITIONS

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ARTICLE 1 - DEFINITIONS

These definitions apply to their use in all Contract Documents:

Act of God - An earthquake, flood, cloudburst, cyclone, tornado, hurricane, volcanic eruption, or other cataclysmic phenomenon of nature. (A rain, flood, windstorm, or other natural phenomenon of normal intensity for the particular season and locality in which the work is located is not an Act of God.)

Addenda - Written or graphic instruments issued prior to bid opening which clarify, correct, or change the bidding documents or the Contract Documents.

Agreement - The written Agreement between the PORT and the CONTRACTOR covering the Work to be performed. Other Contract Documents are attached to the Agreement and made a part thereof.

Application for Payment - The form accepted by the ENGINEER which is to be used by the CONTRACTOR in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.

Bid - The offer or proposal of the bidder submitted on the prescribed form setting forth the price(s) for the Work to be performed.

Bonds - Bid security, performance and payment Bond, and other instruments of security.

Cash Flow Schedule - A schedule showing estimated dollar amount of progress payment for which the CONTRACTOR expects to apply each month during the contract.

Change Order - A written order to the CONTRACTOR issued by the ENGINEER authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after the effective date of the Agreement.

Complete - When the Work has been completely performed in all respects in a manner acceptable by the ENGINEER.

Construction Contract Manager - The authorized representative of the ENGINEER who is assigned to the Work.

Contract Documents - The CONTRACTOR's signed Bid, including any documentation accompanying the Bid; Agreement, including any post-Bid documentation submitted prior to Notice of Award and attached as an exhibit to the Agreement; performance and payment Bond; these General Conditions; Supplementary Conditions; wage rates; Drawings; Specifications; Addenda and Modifications.

Contract Manual - The bound volume(s) composed of bidding requirements, contract forms, contract conditions, and specifications.

Contract Price - The total compensation payable to the CONTRACTOR for performing the Work as stated in the Agreement and as modified by Change Order.

Contract Time - The number of days, computed as provided in Article 16, Item 16.2, between Notice to Proceed and Final Acceptance of the Work.

CONTRACTOR - The person, firm or corporation with whom the PORT has entered into the Agreement.

Cost of Work (Force Account) - A method of payment for extra work to be performed by the CONTRACTOR as required by the ENGINEER.

Day - A calendar day of 24 hours measured from midnight to the next midnight.

Day, business - Monday through Friday when the PORT offices are open for business.

Defective - An adjective which, when modifying the word "Work," refers to Work that: (1) is unsatisfactory, faulty, or deficient; (2) does not conform to the Contract Documents; (3) does not meet the requirements of any inspection, test, or approval referred to in the Contract Documents; or (4) has been damaged prior to the ENGINEER's recommendation for final payment.

Drawings - The Drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the ENGINEER and are referred to in the Contract Documents. (The term "plans" is synonymous with the term "Drawings.")

The ENGINEER - The individual specified in writing by the PORT to act as such under this Agreement, acting directly or through an assistant or representative.

Final Acceptance - Final Acceptance will occur when the Work is deemed to be Complete by a Final Inspection and the ENGINEER has accepted the final application for payment.

Final Inspection - The last inspection of the Work by the ENGINEER before Final Acceptance.

Force Account - See Cost of Work.

Furnish - Except as otherwise defined in greater detail, the term "furnish" is used to mean supply and deliver materials, systems, and equipment to the project site, ready for unpacking, assembly, installation, etc., as applicable in each instance.

General Requirements - Division 1 of the Specifications.

He, Him, His - Used solely for legibility and ease of writing and applies equally to both genders.

Install - Except as otherwise defined in greater detail, the term "install" is used to describe operations at the project site including unloading, unpacking, assembly, finishing, curing, protecting, cleaning, and similar operations, as applicable in each instance.

Modification - (1) a written amendment of the Contract Documents signed by both parties, or (2) a Change Order. A Modification may only be issued after the effective date of the Agreement.

Notice of Award - The written notice by the PORT to the apparent successful bidder stating that upon compliance with the conditions stated therein, within the time specified, the PORT will sign and deliver the Agreement.

Notice to Proceed - A written notice given by the PORT to the CONTRACTOR fixing the date on which the Contract Time will commence and on which the CONTRACTOR shall start to perform the CONTRACTOR's obligation under the Contract Documents, fixing the date when the Work is to be Substantially Complete and the date when the Work is to be finally complete.

Or Approved Equal - Materials, products, or services substituted for those specified requiring approval by addendum prior to bid opening.

Or Equal - Materials, products, or services substituted for those specified requiring approval prior to use.

Owner - The Port of Portland, a port district organized under ORS Chapter 778, the party with whom the CONTRACTOR has entered into the Agreement and for whom the Work shall be performed.

The PORT - The Port of Portland, see Owner.

Product Data - Pictures, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the CONTRACTOR to illustrate a material, product, or system for some portion of the Work.

Provide - Except as otherwise defined in greater detail, the term "provide" means to furnish and install, complete and ready for the intended use, as applicable in each instance.

Samples - Physical examples which illustrate materials, equipment, or workmanship and establish standards by which the Work will be judged.

Shop Drawings - All brochures, diagrams, Drawings, illustrations, instructions, performance charts, schedules, and other data which are specifically submitted by the CONTRACTOR to illustrate some portion of the Work.

Specifications, Divisions 1 through 16 - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor - An individual or firm having a direct Agreement with the CONTRACTOR or with any other Subcontractor for the performance of a part of the Work.

Substantial Completion - The Work (or specified part) has progressed to the point where, in the opinion of the ENGINEER as evidenced by his letter of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) may be utilized for the purpose for which it was intended; or if there be no such letter issued, when final payment is due in accordance with Item 13.19. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

Work - The entire completed construction (or the various separately identifiable parts) required under the Contract Documents. Work is the result of performing services; furnishing labor; and furnishing and incorporating materials, equipment, and all other necessary items as required by the Contract Documents.

Work Progress Schedule - A detailed work schedule showing the manner of performance of the Agreement, dates of starting and completing various stages of construction including a graphic network and tabulated schedules, or any variations as may be required.

Written Notice - Any Written Notice given in connection with this Agreement shall be deemed to have been received if: (1) hand carried to the contracting party or its representative, or (2) deposited in the United States mail, certified "Return Receipt Requested" and postage paid, and directed to the party's business address as it appears in the Contract Documents.

ARTICLE 2 - PRELIMINARY MATTERS

Notice of Award:

- 2.1 The PORT will give written Notice of Award to the successful bidder accepting his bid. Notice of Award may be given at any time within 50 days after bid opening.

Cancellation of Award:

- 2.2 The PORT reserves the right in its sole discretion to cancel the Agreement at any time before written Notice to Proceed has been received by the CONTRACTOR. The CONTRACTOR agrees that the PORT will not be liable in any way for such cancellation.

Delivery of Bonds:

- 2.3 When the CONTRACTOR delivers the executed Agreement to the PORT, the CONTRACTOR shall also deliver to the PORT such bond(s) as the CONTRACTOR may be required to furnish in accordance with the applicable requirements of Article 5, Bonds and Insurance.

Copies of Contract Manual and Drawings:

- 2.4 The PORT will furnish to the CONTRACTOR up to 6 copies of the Contract Manual and Drawings for execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

Commencement of Contract Time:

- 2.5 The Contract Time will commence to run on the date stated in the Notice to Proceed. The contract time may start at any time within 45 days after Notice of Award.

Starting the Work:

- 2.6 The CONTRACTOR may start to perform the Work on the date stated in the Notice to Proceed.

Before Starting Construction:

- 2.7 Within 10 days after the Notice of Award and before any Work at the work area is started, the CONTRACTOR shall deliver to the PORT certificates, and other evidence of insurance requested by the PORT, which the CONTRACTOR is required to purchase and maintain in accordance with Article 5, Bonds and Insurance.

- 2.8 Before the CONTRACTOR begins work, a preconstruction conference will be held to establish a working understanding among the parties to the Work. Procedures will be established for handling Shop Drawings and other submittals and for processing Applications for Payment. At this conference, the CONTRACTOR shall submit to the ENGINEER for review and acceptance:

- A. A Work Progress Schedule. The schedule shall be finalized and submitted to the ENGINEER one week after the preconstruction conference. The final schedule shall indicate the CONTRACTOR's planned progress in increments of not more than 5-day periods. The schedule shall be subject to approval and/or revision by the ENGINEER, before and during the course of the work, at no added cost to the PORT. The CONTRACTOR shall adhere to the schedule or any revision thereof. The schedule will be used in the evaluation of application for progress payment.

- B. A preliminary Shop Drawing submission schedule.
 - C. A Cash Flow Schedule. The schedule will be used by the PORT for financial planning purposes. The CONTRACTOR is not restricted in any way by the amounts given as an estimate. However, revised Work Progress and Cash Flow Schedules will be required if amounts paid as monthly progress payments differ greatly from the amounts estimated.
 - D. A City of Portland Commercial Recycling Plan Form, as required under City Code 17.102.180 for construction and demolition projects valued at \$25,000 or more. Blank forms are located at the back of these General Conditions.
- 2.9 In the case of a lump-sum agreement or lump-sum bid items, the CONTRACTOR shall, no later than one week after receipt of the Notice to Proceed, submit to the ENGINEER a breakdown of the amount of each item used in the compilation of the bid. The breakdown format shall be sufficiently detailed to meet the approval of the ENGINEER, shall be used in the preparation of application for progress payments, and may be used in the compilation of Change Order prices when such breakdown is determined by the ENGINEER to be applicable.
- 2.10 Before undertaking each part of the Work, the CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. The CONTRACTOR shall promptly report in writing to the ENGINEER any conflict, error, or discrepancy that the CONTRACTOR may discover.

ARTICLE 3 - CONTRACT DOCUMENTS

Intent:

- 3.1 The Contract Documents comprise the entire Agreement between the PORT and the CONTRACTOR concerning the Work. They may be altered only by a Modification.
- 3.2 The Contract Documents are complementary. What is called for by one is as binding as if called for by all. If, during the performance of the Work, the CONTRACTOR finds a conflict, error, or discrepancy in the Contract Documents, he shall report it to the ENGINEER, in writing, at once and before proceeding with the Work affected. However, the CONTRACTOR shall not be liable to the PORT for failure to report any conflict, error, or discrepancy in the Contract Documents unless the CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.
- 3.3 It is the intent of the Contract Documents to describe the complete Work to be constructed. Any Work that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not it is

specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the code of any governmental authority shall mean the latest in effect on the effective date of the Agreement, except as may be otherwise specifically stated. Such reference may be specific or implied. No provision of any referenced standard specification, manual, or code shall change the duties and responsibilities of the PORT, the CONTRACTOR, or any of their agents or employees from those set forth in the Contract Documents. Clarifications and interpretations of the Contract Documents will be issued by the ENGINEER as provided in Item 8.7.

- 3.4 The Contract Documents will be governed by the laws of the State of Oregon.

Reuse:

- 3.5 Neither the CONTRACTOR nor any Subcontractor, manufacturer, fabricator, supplier, or distributor shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents, or copies thereof, prepared by or for the PORT. They shall not reuse any of them on any other work without written consent of the PORT.

Additional Instructions and Supplementary Drawings:

- 3.6 The ENGINEER will furnish such additional instructions by means of Drawings or otherwise for the proper execution of the Work. All such Drawings and written instructions become part of the Agreement.

**ARTICLE 4 - AVAILABILITY OF LANDS;
PHYSICAL CONDITIONS;
REFERENCE POINTS**

Availability of Lands:

- 4.1 The PORT will furnish, as indicated in the Contract Documents:
- (1) lands upon which the Work shall be performed,
 - (2) rights-of-way for access thereto, and (3) such other lands designated for the use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the PORT, unless otherwise provided in the Contract Documents. The CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Physical Conditions - Investigations, Reports, and Tests:

- 4.2 Reference is made to the Supplementary Conditions for identification of investigations, reports, and tests which have been relied upon by the ENGINEER in preparation of the Contract Documents. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.

Unforeseen Physical Conditions:

- 4.3 The CONTRACTOR shall promptly notify the ENGINEER in writing of any conditions at the site differing materially from those shown in the Contract Documents. The ENGINEER will promptly review those conditions and advise the CONTRACTOR in writing if further investigation or tests are necessary. The ENGINEER will obtain necessary additional investigations and tests. If the ENGINEER finds there are conditions which differ materially from those shown in the Contract Documents which could not reasonably have been anticipated by the CONTRACTOR, a Change Order may be issued incorporating the necessary revisions.

Reference Points:

- 4.4 The PORT will provide engineering surveys for construction to establish reference points which are necessary to enable the CONTRACTOR to proceed with the Work. The CONTRACTOR shall: (1) lay out the work, unless otherwise specified in the General Requirements; (2) protect and preserve the established reference points; and (3) make no changes or relocations without the prior written approval of the ENGINEER. The CONTRACTOR shall report to the ENGINEER whenever any reference point is lost or destroyed or requires relocation. The CONTRACTOR shall be responsible for replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5 - BONDS AND INSURANCE

Bonds:

- 5.1 The CONTRACTOR shall furnish a performance and payment bond, in an amount equal to the Contract Price, as security for the faithful performance and payment of all the CONTRACTOR's obligations under the Contract Documents. The bond shall remain in effect at least until one year after the date of Final Acceptance, except as otherwise provided by law. The CONTRACTOR shall also furnish such other bond(s) as required by the Supplementary Conditions. All bonds shall be in the forms prescribed by the Bidding and Contract Requirements and executed by sureties: (1) licensed to conduct business in the State of Oregon, and (2) named in the current list of "Companies Holding Certificates of Authority as Acceptable

Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of authority to act.

- 5.2 The CONTRACTOR shall substitute another bond and surety acceptable to the PORT within 5 days after the surety on any bond furnished by the CONTRACTOR: (1) is declared a bankrupt, (2) becomes insolvent, (3) its right to do business is terminated in any state where any part of the Work is located, or (4) ceases to meet the requirements of (1) and (2) of Item 5.1.

Workers' Compensation and Unemployment Compensation:

- 5.3 To the extent required by Oregon law, the CONTRACTOR shall comply with the terms of the Workers' Compensation laws and the Unemployment Compensation laws. Before commencing work, the CONTRACTOR shall provide the PORT with evidence in duplicate of compliance therewith. All employers performing work under this contract are subject employers who will comply with ORS 656.017.

Liability Insurance:

- 5.4 The CONTRACTOR shall obtain and maintain commercial general liability insurance and commercial automobile liability insurance to protect against any and all claims for damages to persons or property which may arise out of the CONTRACTOR's operations under this Agreement. Such insurance shall include coverage for acts of the CONTRACTOR, Subcontractors, and anyone directly or indirectly employed by either of them. Such insurance shall include blanket contractual coverage, completed operations coverage, and all other standard coverages usually afforded by a commercial general liability policy. The amount shall be \$1,000,000 combined single limit for property damage and bodily injury. Such insurance shall name the PORT and its consultants as additional insureds. Such insurance shall recognize, refer to, and insure the CONTRACTOR's obligations under this Agreement to indemnify, save, and hold harmless the PORT, its commissioners, agents, employees, and consultants. Such insurance shall be endorsed to require a 30-day written notice to the PORT prior to cancellation or change of the policy. One copy of the policy and one certificate of such insurance shall be delivered to the PORT before commencing Work and shall be subject to review and approval by the PORT. The PORT may temporarily waive delivery of the copy of the policy, but such waiver shall not forfeit the PORT's right to a copy of the policy. In the event the CONTRACTOR fails to maintain such insurance, the PORT may arrange therefor; and any administrative costs and premium incurred shall be to the account of the CONTRACTOR. Any requirements for special coverage, increased liability coverage, or decreased liability coverage are included in the Supplementary Conditions.

Builders Risk Insurance:

- 5.5 When the Agreement pertains to Work on structures owned, leased, or rented by the PORT, the CONTRACTOR shall obtain and maintain for the benefit of the parties to the Agreement, as their interest may appear, all risk builders' risk insurance to the extent of 100 percent of the value of the Work. Coverage shall also include: (1) formwork in place, (2) form lumber on site, (3) temporary structures, (4) equipment, and (5) supplies related to the Work. Such insurance shall be endorsed to allow partial occupancy and/or utilization of the Work by the PORT prior to Substantial Completion of all the Work. Coverage shall continue until the PORT's Final Acceptance of the Work. Such insurance shall be endorsed to require a 30-day written notice to the PORT prior to cancellation or change of the policy. One copy of the policy and two certificates of such insurance shall be delivered to the PORT before commencing Work and shall be subject to review and approval by the PORT. The PORT may temporarily waive delivery of the copy of the policy, but such waiver shall not forfeit the PORT's right to a copy of the policy. In the event the CONTRACTOR fails to maintain such insurance, the PORT may arrange therefor; and any administrative costs and premium incurred shall be to the account of the CONTRACTOR. Any requirements for special coverage, increased liability coverage, or decreased liability coverage are included in the Supplementary Conditions.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

Supervision:

- 6.1 The CONTRACTOR shall supervise and direct the Work as may be necessary to perform the Work in accordance with the Contract Documents. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The CONTRACTOR shall be responsible for seeing that the finished Work complies with the Contract Documents.
- 6.2 The CONTRACTOR shall keep on the Work at all times during its progress a competent resident supervisor. He shall not be replaced without written notice to the ENGINEER except under extraordinary circumstances. The supervisor shall be the CONTRACTOR's representative at the site and shall have authority to act on behalf of the CONTRACTOR. All communications given to the supervisor shall be as binding as if given to the CONTRACTOR.
- 6.3 The CONTRACTOR shall designate in writing the name of the CONTRACTOR's authorized representative to whom the PORT will address communications and who will sign the CONTRACTOR's communications to the PORT.

Labor and Materials:

- 6.4 The CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The CONTRACTOR shall at all times maintain good discipline and order at the site. All Work at the site shall be performed during regular working hours. The CONTRACTOR shall not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without prior verbal or written notice to the ENGINEER. Emergency conditions relating to safety or protection of persons or property are valid exceptions to written notice. Other exceptions may be described in the Supplementary Conditions.
- 6.5 The CONTRACTOR shall furnish for the execution, required testing, initial operation, and completion of the Work all necessary: (1) materials, (2) labor, (3) transportation, (4) construction equipment and machinery, (5) tools, (6) appliances, (7) fuel, (8) power, (9) light, (10) heat, (11) telephone, (12) water, (13) sanitary facilities, and (14) all other facilities and incidentals.
- 6.6 All materials incorporated into the Work shall be new, except as otherwise provided in the Contract Documents. If required by the ENGINEER, the CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials. Satisfactory evidence may include reports of required tests. All materials shall be of good quality.
- 6.7 Distributors, fabricators, manufacturers, and suppliers provide instructions for their products. They show how to apply, clean, condition, connect, erect, install, and use them. The CONTRACTOR shall follow these instructions unless more stringent requirements are provided in the Contract Documents.
- 6.8 All materials provided and normally tested and labeled by Underwriters Laboratories (UL), or by a similarly recognized third-party approval authority, shall be so labeled.

Equivalent Materials:

- 6.9 Proprietary names in the Contract Documents are used to establish the type, function, and quality required. If no substitution will be permitted, the Contract Documents will so note. Substitution requests for "or approved equal" materials, products, or services must be made prior to submittal of the Bid, in accordance with the Instructions to Bidders. Substitution requests for "or equal" materials, products, or services may be accepted by the ENGINEER when the CONTRACTOR follows the procedure for review set forth below.

A. Request for review of substitute items of material will not be accepted by the ENGINEER from anyone other than the CONTRACTOR.

- B. Substitution requests for "or equal" materials, products, or services shall anticipate necessary lead time required for approval by the PORT and for procurement.
- C. The CONTRACTOR may apply in writing to the ENGINEER for acceptance by certifying that the proposed substitute will: (1) perform adequately the functions called for by the general design, (2) be similar and of equal substance to that specified, and (3) be suited to the same use.
- D. The application shall: (1) state whether or not acceptance of the substitute for use in the Work will require a change in the Contract Documents to adapt the design to the substitute; (2) state whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty; (3) identify all variations of the proposed substitute from that specified; (4) indicate available maintenance, repair, and replacement service; and (5) contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of subcontractors affected. The ENGINEER will be the sole judge of acceptability, and no substitute shall be ordered or installed without the ENGINEER's prior written acceptance. The ENGINEER may require the CONTRACTOR to furnish, at no added cost to the PORT, a special performance guaranty or other surety with respect to any substitute.
- E. Whether or not the ENGINEER accepts a proposed substitute, the CONTRACTOR shall reimburse the PORT, if requested, for the costs of evaluating it. Costs shall include the ENGINEER's time, consultant's time, and changes in the Contract Documents.

Concerning Subcontractors:

- 6.10 Subcontractors and suppliers shall be subject to approval of the ENGINEER. If the ENGINEER has reasonable objection to any of these, the CONTRACTOR shall submit an acceptable substitute. The CONTRACTOR will not be required to employ anyone against whom he has reasonable objection.
- 6.11 The CONTRACTOR is responsible for: (1) all acts and omissions of his Subcontractors, (2) persons and organizations directly or indirectly employed by his Subcontractors, and (3) persons and organizations for whose acts any of his Subcontractors may be liable. Nothing in the Contract Documents shall create any contractual relationship between the PORT and any Subcontractor or other person or organization having a direct contract with the CONTRACTOR. Nothing in the Contract Documents shall create any obligation on the part of the PORT to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. The PORT may furnish to any Subcontractor or other person or

organization, to the extent practicable, evidence of amounts paid to the CONTRACTOR on account of specific Work completed.

- 6.12 The divisions and sections of the Specifications and the identifications of any Drawings shall not control the CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

Patent Fees and Royalties:

- 6.13 If any design, device, material, or process covered by letters patent or copyright is used by the CONTRACTOR, he shall:
- (1) provide for such use by legal agreement with the owner of the patent or copyright or a duly authorized licensee of such owner;
 - and (2) defend, save, and hold harmless the PORT from any and all loss or expense, including legal fees, on account thereof, including its use by the PORT.

Permits:

6.14 PORT-Designed Work

- A. The PORT will submit to federal, state, and local units of government all calculations, Drawings, and the Contract Manual required for review and checking for purposes of obtaining permits.
- B. The PORT will obtain all permits from units of government, except those permits customarily issued only to the CONTRACTOR. The CONTRACTOR shall obtain permits no later than 7 calendar days after being advised by the PORT permits are ready to be issued.
- C. The PORT will reimburse the CONTRACTOR for fees paid to local units of government for required permits.
- D. The CONTRACTOR shall bear all costs and charges imposed by units of government for such items as duties, taxes, assessments, licenses, and approvals.
- E. The CONTRACTOR shall give all notices, regarding permits, for inspection necessary and incidental to the due and lawful prosecution of the Work.
- F. The CONTRACTOR shall submit to the PORT a legible copy of certificates of approval and/or certificate of occupancy issued by the responsible unit of government.

6.15 CONTRACTOR-Designed Work

- A. The PORT will obtain all permits from units of government, except those permits customarily issued only to the CONTRACTOR.

- B. The CONTRACTOR shall submit to federal, state, and local units of government all calculations, Drawings, and the Contract Manual required for review and checking for purposes of obtaining permits. Copies shall be submitted to the PORT at the same time for approval.
- C. The CONTRACTOR shall submit to the PORT all calculations, Drawings, and the Contract Manual approved by units of government. Changes required by units of government must be approved by the PORT prior to the start of construction.
- D. The PORT will reimburse the CONTRACTOR for fees paid to local units of government for required permits.
- E. The CONTRACTOR shall bear all costs and charges imposed by local units of government for such items as duties, taxes, assessments, licenses, and approvals.
- F. The CONTRACTOR shall give all notices, regarding permits, for inspections necessary and incidental to the due and lawful prosecution of the Work.
- G. The CONTRACTOR shall submit to the PORT a legible copy of certificates of approval and/or certificate of occupancy issued by the responsible unit of government.

Laws and Regulations:

6.16 The CONTRACTOR shall give all notices and comply with all federal, state, and local laws, ordinances, rules, and regulations applicable to the Work.

- A. If the CONTRACTOR observes that the Contract Documents are at variance therewith, the CONTRACTOR shall give the ENGINEER prompt written notice thereof. Any necessary changes will be adjusted by an appropriate Modification. If the CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to the ENGINEER, the CONTRACTOR shall bear all costs arising therefrom. It shall not be the CONTRACTOR's primary responsibility to make certain that the Contract Documents are in accordance with such laws, ordinances, rules, and regulations.
- B. The CONTRACTOR shall comply with all ordinances adopted by the PORT, and with all rules and regulations adopted by the PORT's Executive Director or his designee, with respect to the use of, entry on, or access to the PORT's property or with respect to activities occurring on the PORT's property, as the same may now exist or may, from time to time, be amended. The CONTRACTOR shall ensure that he, his Subcontractors, and anyone directly or indirectly employed by any of them and anyone for whose acts any of them may be liable, are aware of

and comply with the rules and regulations referenced or contained in the Contract Documents.

- C. It shall be the CONTRACTOR's responsibility to make certain that he has the most current set of rules and regulations applicable to his activities, his Subcontractors' activities, and those of anyone directly or indirectly employed by any of them and anyone for whose acts any of them may be liable.
- D. The following federal, state, and local agencies have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of this Work: City of Portland Bureau of Environmental Services (BES); Department of Environmental Quality (DEQ); Environmental Protection Agency (EPA); National Marine Fisheries Service (NMFS); Oregon Department of Fish and Wildlife (ODFW); United States Fish and Wildlife (USFW).
- E. Without limiting the foregoing, the CONTRACTOR shall comply with all federal, state, and local laws and regulations enacted or adopted by the Congress of the United States, the State of Oregon, the Federal Environmental Protection Agency (EPA), the Oregon Department of Environmental Quality (DEQ) including, but not limited to, the Resource Conservation and Recovery Act (42 U.S.C. Sec. 6901, et. seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sec. 9601, et. seq.), the Toxic Substances Control Act (15 U.S.C. Sec. 2601, et. seq.), the Clean Water Act (33 U.S.C. Sec. 1251, et. seq.), the Clean Air Act (42 U.S.C. Sec. 7401, et. seq.), 1985 Oregon Laws Ch. 733, as these may be amended from time to time.

6.17 The CONTRACTOR shall comply with the following requirements of Oregon Revised Statutes:

A. The CONTRACTOR shall:

- 1. Make payment promptly, as due, to all persons supplying the CONTRACTOR labor or material for the prosecution of the work provided for in this contract.
- 2. Pay all contributions or amounts due the Industrial Accident Fund from CONTRACTOR or any subcontractor incurred in the performance of the contract.
- 3. Not permit any lien or claim to be filed or prosecuted against the PORT on account of any labor or material furnished.
- 4. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

- B. If the CONTRACTOR fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the CONTRACTOR or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the PORT may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the CONTRACTOR by reason of this contract.
- C. No person shall be employed for more than eight hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, the laborer shall be paid at least time and a half pay for all overtime in excess of eight hours a day and for work performed on Saturday, Sunday, New Year's Day on January 1, Memorial Day on the last Monday in May, Independence Day on July 4, Labor Day on the first Monday in September, Thanksgiving Day on the fourth Thursday in November, or Christmas Day on December 25 or, if one of those named holidays falls on a Sunday, on the following Monday or, if it falls on a Saturday, on the preceding Friday.
- D. The CONTRACTOR shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such contractor, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of his employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- E. The CONTRACTOR shall provide health care benefits to all employees who perform services under this contract that were performed by public employees within one year prior to the date this contract is entered into. The benefits required by this paragraph shall be at least substantially similar to those recommended by the Health Services Commission and funded pursuant to ORS 414.025, 414.036, 414.042, 414.065, and 414.705 to 414.750 and services available under ORS 653.765(4).

Taxes:

- 6.18 The CONTRACTOR shall pay all import duties and sales, consumer, use, and other similar taxes.

Use of Premises:

- 6.19 The CONTRACTOR shall confine equipment, the storage of materials, and the operations of workers to areas permitted by the Contract Documents. He shall not unreasonably encumber the premises with equipment or materials.
- 6.20 During the progress of the Work, the CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, the CONTRACTOR shall leave the site clean and ready for occupancy. The CONTRACTOR shall restore to its original condition those portions of the site not designated for alteration by the Contract Documents.
- 6.21 The CONTRACTOR shall not permit any part of any structure to be loaded in any manner that may endanger it. The CONTRACTOR shall not subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Safety and Protection:

- 6.22 The CONTRACTOR shall comply with rules, regulations, and orders of public bodies having jurisdiction for the safety of persons or property. Damage, injury, or loss to property caused by the CONTRACTOR, Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the CONTRACTOR. The CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until the Work is completed and the ENGINEER has issued a notice to the CONTRACTOR that the Work is Complete. The CONTRACTOR shall erect and maintain necessary safeguards for such safety and protection of:
 - A. Employees on the Work and other persons who may be affected thereby.
 - B. The Work and materials to be incorporated therein, whether in storage on or off the site. If the CONTRACTOR fails to protect the Work, the PORT may, after notice to the CONTRACTOR, protect the Work and deduct the cost thereof from payment due the CONTRACTOR. The ENGINEER's determination of when and to what degree such protection is necessary shall be final.
 - C. Other property at the site including trees, shrubs, lawn, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement.
 - D. Adjacent property and utilities when prosecution of the Work may affect them.

- 6.23 The CONTRACTOR shall designate a member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR's supervisor unless otherwise designated in writing by the CONTRACTOR to the ENGINEER.

Emergencies:

- 6.24 Emergencies affecting the safety or protection of persons or the Work or property at or near the site or adjacent obligate the CONTRACTOR to act to prevent threatened damage, injury, or loss. The CONTRACTOR may act without special instruction or authorization from the ENGINEER. The CONTRACTOR shall give the ENGINEER written notice within 10 days of any significant changes in the Work or deviations from the Contract Documents caused thereby.

Shop Drawings and Samples:

- 6.25 The CONTRACTOR shall check and verify all field measurements. He shall then submit to the ENGINEER Shop Drawings for review in accordance with the accepted Shop Drawing submission schedule. Five copies are required unless otherwise specified. Shop Drawings shall be checked by and stamped with the approval of the CONTRACTOR. They shall be identified as the ENGINEER may require. The data shown on the Shop Drawings shall be complete with respect to dimensions, design criteria, materials of construction, and like information.
- 6.26 The CONTRACTOR shall submit to the ENGINEER for review, with such promptness as to cause no delay in the Work, all samples required by the Contract Documents. All samples shall be checked by the CONTRACTOR and bear his stamp of approval. They shall be identified clearly as to material, manufacturer, any pertinent catalog numbers, and the intended use.
- 6.27 The CONTRACTOR shall call the ENGINEER's attention to any deviations that the Shop Drawings or Samples may have from the requirements of the Contract Documents. This shall be in writing at the time of submittal.
- 6.28 The ENGINEER will review with reasonable promptness Shop Drawings and Samples. The ENGINEER's review and approval will be only for conformance with the design concept of the Work and for compliance with the Contract Documents. It will not extend to means, methods, sequences, techniques, or procedures of construction, or to safety precautions or programs related thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. The CONTRACTOR shall make any corrections required by the ENGINEER. He shall return the required number of corrected copies of Shop Drawings and resubmit new Samples for review and approval. The CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by the ENGINEER on previous submittals.

The CONTRACTOR's stamp of approval on any Shop Drawing or Sample shall constitute a representation to the ENGINEER that the CONTRACTOR has: (1) determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so; and (2) has reviewed or coordinated each Shop Drawing or Sample with the requirements of the Contract Documents.

- 6.29 Submissions shall be made in time to permit the ENGINEER to review them. Within 10 business days of actual receipt, the ENGINEER will stamp, date, and return each submittal to the CONTRACTOR indicating the action taken. In the event additional time is required, the ENGINEER will notify the CONTRACTOR as to the time required to review the submittal. If no deviations from the specification are detected, the submittal will be stamped "A - PROCEED PER CONTRACT DOCUMENTS," dated, and initialed. If minor deviations from specifications are detected, the submittal will be stamped "B - MAKE CORRECTIONS NOTED AND PROCEED PER CONTRACT DOCUMENTS," dated, and initialed. If the submittal is determined to be unacceptable, it will be stamped "C - SUBMITTAL DOES NOT COMPLY WITH CONTRACT DOCUMENTS. RESUBMIT," dated, and initialed. Similar language may be substituted for the above. Unacceptable "C" submittals shall be revised and resubmitted promptly to the ENGINEER.
- 6.30 Where a Shop Drawing or Sample is required by the Contract Documents, no related Work shall be commenced until the submittal has successfully completed the review process.
- 6.31 The ENGINEER's review of Shop Drawings or Samples shall not relieve the CONTRACTOR from responsibility for any deviations from the Contract Documents. Changes in the Work shall be by Change Order. Review by the ENGINEER shall not relieve the CONTRACTOR from responsibility for errors or omissions in the Shop Drawings.
- 6.32 The CONTRACTOR-submitted Drawings, schedules, and other items that have successfully completed the review process shall become binding upon the CONTRACTOR. He shall be obligated to perform in accordance with the reviewed submittal.

Access to the Work:

- 6.33 The CONTRACTOR shall provide proper and safe conditions for access to the Work by: (1) the ENGINEER, (2) other representatives of the PORT, (3) testing agencies, and (4) governmental agencies with jurisdictional interest. Access will be at reasonable times for observation, inspection, and testing.

Prosecution of the Work:

- 6.34 The CONTRACTOR shall carry on the Work in accordance with the Work Progress Schedule during all claims or disputes with the PORT. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the CONTRACTOR and the ENGINEER may otherwise agree in writing.
- 6.35 If it appears to the ENGINEER that the rate of progress will not ensure Substantial Completion of the Work within the specified time limit, the ENGINEER may order the CONTRACTOR, at no added cost to the PORT, to take such steps as may be necessary to ensure Substantial Completion as promised. Should the CONTRACTOR fail to perform in accordance with the order of the ENGINEER, payment may be withheld.

PORT's Right to do the Work:

- 6.36 If the CONTRACTOR should fail to prosecute the Work properly or fail to perform any provision of the Agreement, the PORT, after a 3-day written notice to the CONTRACTOR, may without prejudice to any other remedy it may have, make good such failures. The PORT may deduct the cost thereof from any payment due the CONTRACTOR. In cases of emergency as determined by the ENGINEER, the PORT may prosecute such Work without notice or delay and may deduct the cost thereof from any payment due the CONTRACTOR.

Indemnification:

- 6.37 The CONTRACTOR agrees to defend, save, indemnify, and hold harmless the PORT, its commissioners, employees, and agents from all loss arising as a result in whole or in part of any act or omission, negligent or not, of the CONTRACTOR, his employees, Subcontractors or agents, in connection with or related in any way to the Agreement or its performance. Loss is defined collectively as costs, fees, expenses, claims, liabilities, and damages. The foregoing indemnification shall be provided by the CONTRACTOR even though the loss results in part from the negligence or fault of the PORT or third parties. It shall not be provided if the loss results solely from the negligence of the PORT. In the event of any loss for which the PORT is entitled to be indemnified, and to the extent thereof, the PORT may retain any funds due the CONTRACTOR. No interest shall accrue on such funds during any period of retention.

Minimum Hourly Wage Rate:

- 6.38 The CONTRACTOR shall comply with the prevailing wage rate requirements of ORS 279.350.
- A. The existing prevailing rates of wage which may be paid to workers in each trade or occupation required for this Work and

employed in the performance of this Work by the CONTRACTOR, a subcontractor, or any other person doing or contracting to do all or any part of the Work, are set forth in these Contract Documents.

- B. Workers in each trade or occupation required for this Work and employed in the performance of this Work by the CONTRACTOR, a subcontractor, or any other person doing or contracting to do all or any part of the Work, shall be paid not less than the minimum hourly rate of wage specified in the foregoing subsection.
- C. The CONTRACTOR must pay a fee to the Commissioner of the Bureau of Labor and Industries, as provided in Section 5(1) of 1995 Oregon Laws Chapter 594. The fee is equal to 0.1 percent of the contract price, but in no event less than \$100 or more than \$5,000.
- D. The fee described in the foregoing subsection shall be paid to the Commissioner of the Bureau of Labor and Industries pursuant to the administrative rule of the Commissioner.
- E. The CONTRACTOR or his surety shall:
 - 1. File a written statement with the ENGINEER certifying the hourly wage rate paid each classification of workers employed by him upon this Work.
 - 2. Certify that no worker employed by him on this Work has been paid less than the minimum hourly wage rate specified.
 - 3. Verify by oath that he has read the statement and certificate, knows the contents, and that they are true.
 - 4. File the written statement, certificate, and oath:
 - (a) With each application for progress payment.
 - (b) With application for final payment of any sum due on account of this Agreement.
- F. Before progress payments are made, the ENGINEER may require the CONTRACTOR to submit a certified copy of weekly payrolls covering workers' hours, hourly wage rates, and federal and state tax deductions. Forms will be provided by the PORT.

Labor Relations:

- 6.39 The CONTRACTOR shall be responsible for labor relations and seek to adjust disputes between himself and his employees. Any labor dispute arising from this Agreement that causes a disruption of the PORT operations shall be to the account of and the responsibility of the CONTRACTOR.

Value Engineering:

- 6.40 The CONTRACTOR is welcome to submit "value engineering" proposals for consideration by the PORT. Proposals submitted shall clearly indicate and define the substitution, and clearly define the benefit to the PORT. Proposals need to take into account, and will be evaluated in light of, all pertinent factors including, but not necessarily limited to, life cycle maintenance and operating costs, operational reliability, and compatibility with existing systems. The PORT and the PORT consultant evaluation time and costs will be estimated and considered both in the determination of the level of response to the initial proposal, as well as in the evaluation and determination of the potential "savings" to the PORT. "Savings" resulting from value engineering proposals of merit will be negotiated and implemented via the specified Change Order process.

Records and Audits:

- 6.41 The CONTRACTOR shall retain all financial records that pertain to this contract for at least three years after the PORT has made final payment and all other matters related to this contract are finally resolved.
- 6.42 The PORT or its designee may inspect, audit, and copy any of the CONTRACTOR's records retained pursuant to Item 6.41 and any other records to the extent necessary to evaluate and verify the costs incurred by the CONTRACTOR in performing the work under this contract or the accuracy of any invoice, change order, payment, or claim submitted under this contract by the CONTRACTOR or the CONTRACTOR's payees.
- 6.43 The CONTRACTOR shall make records available at any time during regular business hours after reasonable advance notice. The CONTRACTOR shall supply a table, a chair, an electrical outlet, lighting, and a weatherized space of adequate size at the site of the CONTRACTOR's records to allow the inspection, auditing, and copying of records. If records are located more than 100 airline miles from Portland, Oregon, the CONTRACTOR shall deliver those records to a site within 100 airline miles of Portland, Oregon, for inspection, auditing, and copying.
- 6.44 The CONTRACTOR shall allow the PORT to interview any of the CONTRACTOR's employees, and shall cooperate with the PORT in arranging interviews with the CONTRACTOR's employees and former employees, for the purposes of identifying, evaluating, verifying, or auditing the records described in these "Records and Audits" requirements.
- 6.45 For the purpose of these "Records and Audits" requirements, a record may be in any form whatsoever, including but not limited to paper, photographic, or electronic form.

- 6.46 The CONTRACTOR shall require all insurers, material suppliers, and subcontractors at any tier to comply with these "Records and Audits" requirements.
- 6.47 The CONTRACTOR shall be entitled to no extra compensation for complying with these "Records and Audits" requirements. The PORT will bear the cost of copying records.

ARTICLE 7 - WORK BY OTHERS

- 7.1 The CONTRACTOR shall afford utility service companies, other contractors and the PORT employees reasonable access to the Work. He shall allow storage of materials and execution of Work by others. He shall properly connect and coordinate his Work with Work by others.
- 7.2 If any part of the CONTRACTOR's Work depends upon the Work of any other contractor, utility service company, or the PORT, the CONTRACTOR shall inspect and promptly report to the ENGINEER in writing any reasons that render Work by others unsuitable. The CONTRACTOR's failure so to report shall constitute an acceptance of the Work by others as fit and proper for integration with the CONTRACTOR's Work. Latent or non-apparent defects and deficiencies in the Work by others shall be reported to the ENGINEER in writing promptly upon discovery.
- 7.3 The CONTRACTOR shall do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and integrate with such other Work. The CONTRACTOR shall not endanger any Work of others. The CONTRACTOR shall only cut or alter Work of others with the written consent of the ENGINEER and the others whose Work will be affected.
- 7.4 Written notice will be given to the CONTRACTOR prior to starting any additional Work not noted in the Contract Documents. If the CONTRACTOR believes that the performance of such additional Work by the PORT or others involves additional expense to the CONTRACTOR or requires an extension of the Contract Time, the CONTRACTOR may make a claim therefor as provided in Article 15.

ARTICLE 8 - ENGINEER'S STATUS DURING CONSTRUCTION

PORT Representative:

- 8.1 The ENGINEER is the PORT representative during the construction period.

Construction Contract Manager:

8.2 The Construction Contract Manager is the designated representative of the ENGINEER who administers the contract and supervises the inspection.

Inspectors:

8.3 Inspectors are authorized to: (1) inspect all Work as it is performed and all material being furnished--such inspection may extend to all or any part of the Work and to the preparation, fabrication, or manufacture of the materials to be used; (2) call the attention of the CONTRACTOR to any failure of the Work or materials; (3) reject materials; and (4) suspend the Work until any questions at issue can be referred to and decided by the ENGINEER.

8.4 Inspectors shall not act as foremen or supervise or perform any other duties for the CONTRACTOR, nor interfere with the CONTRACTOR's management of the Work. No act or failure to act on the part of an inspector will render the PORT liable in any way, nor shall it relieve the CONTRACTOR from fulfilling all of the terms and conditions of the Agreement. Inspectors are not authorized to: (1) revoke, alter, release, or change any requirement of the Contract Documents; (2) approve or accept any portion of the Work; or (3) issue instructions contrary to the Contract Documents.

Authority of the ENGINEER:

8.5 The ENGINEER will decide any and all questions which may arise as to Agreement compliance. The CONTRACTOR shall at all times carry out and fulfill the instructions and directions of the ENGINEER insofar as they concern the Work to be performed under the Contract Documents.

A. The ENGINEER's authority includes but is not limited to:

1. The quantity, quality, and acceptability of materials furnished and Work performed.
2. The manner of performance and rate of progress of Work.
3. Sole discretion to stop the Work whenever such stoppage is deemed necessary.
4. Interpretation of the Contract Documents and as to the acceptable fulfillment of the Contract Documents by the CONTRACTOR.

B. Decisions and interpretations by the ENGINEER will be final and binding upon the CONTRACTOR.

- C. Written approval by the ENGINEER signifies favorable opinion and qualified consent. It does not carry with it:
 - (1) certification; (2) assurance of completeness;
 - (3) assurance of quality; (4) assurance of accuracy concerning details, dimensions, and quantities.
- D. Written approval by the ENGINEER will not relieve the CONTRACTOR from responsibility for: (1) errors, (2) improper fabrication, (3) nonconformance to requirements, or (4) deficiencies within his control.

Visits to Work Area:

- 8.6 The ENGINEER will make visits to the work area at intervals appropriate to the various stages of construction. He will observe the progress and quality of the executed Work. He will determine, in general, if the Work is proceeding in accordance with the Contract Documents. The ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.

Clarifications and Interpretations:

- 8.7 The ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents as may be necessary. They may be in the form of Drawings or otherwise. They will be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or the Contract Time, the CONTRACTOR may make a claim therefor as provided in Article 15.

Rejection of Defective Work:

- 8.8 The ENGINEER has authority to: (1) disapprove or reject Work which is Defective; and (2) require special inspection or testing of the Work as provided in Items 12.2 through 12.9, whether or not the Work is fabricated, installed, or completed.

Change Orders:

- 8.9 For the ENGINEER's responsibility as to Change Orders, see Articles 9, 10, 11, and 15.

Applications for Payment:

- 8.10 For the ENGINEER's responsibility as to Applications for Payment, see Article 13.

Limitations on the ENGINEER's Responsibilities:

- 8.11 The ENGINEER will not be responsible for the acts or omissions of the: (1) CONTRACTOR, (2) Subcontractor, (3) manufacturer, (4) fabricator, (5) supplier, (6) distributor, (7) their agents or employees, or (8) any other person at the site or otherwise performing any of the Work.
- 8.12 The ENGINEER will not be responsible for the CONTRACTOR's means, methods, procedures, sequences, or techniques of construction, or related safety precautions and programs.
- 8.13 The ENGINEER will not be responsible for the CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

Reference to the ENGINEER:

- 8.14 The following terms are used in the Contract Documents: as allowed, as directed, as ordered, as required, acceptable, proper, reasonable, satisfactory, suitable. These items and any others of like effect or import describe direction, judgment, requirement or review of the ENGINEER as to the Work. Such use is solely to evaluate the Work for compliance with the Contract Documents unless there is a specific statement otherwise. The use of such terms never indicates the ENGINEER has authority to supervise or direct performance of the Work.

ARTICLE 9 - CHANGE IN THE WORK

- 9.1 Without invalidating the Agreement, the PORT may at any time order additions, deletions, or revisions in the Work by Change Order. Upon written direction from the ENGINEER, the CONTRACTOR shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 10 or Article 11 on the basis of a claim as provided in Article 15.
- 9.2 Additional Work performed without written direction from the ENGINEER or authorization by a Change Order will not entitle the CONTRACTOR to an increase in the Contract Price or an extension of the Contract Time. Emergencies, as provided in Item 6.24, are an exception.
- 9.3 The PORT will execute appropriate Change Orders prepared by the ENGINEER covering changes in the Work which are: (1) required by the PORT, (2) required because of unforeseen physical conditions, (3) emergencies, (4) required because of uncovering Work for inspection found not to be Defective, (5) as provided in Item 10.2, and (6) required because of any other claim of the

CONTRACTOR for a change in the Contract Time or the Contract Price which is recommended for approval by the ENGINEER.

- 9.4 If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to surety, it shall be the CONTRACTOR's responsibility to so notify the surety. The amount of each applicable Bond shall be adjusted accordingly. The CONTRACTOR shall furnish proof of such adjustment to the PORT.

ARTICLE 10 - CHANGE OF CONTRACT PRICE

Request for Proposal:

- 10.1 The ENGINEER may request a fixed price proposal from the CONTRACTOR for changes in the Work. The CONTRACTOR shall prepare a fixed price proposal in the following format:

A. Direct Costs

1. Material (itemize).
2. Labor (man-hours, rates by crafts).
3. Labor burden (fringes, insurance, payroll taxes, etc.).
4. Equipment (type, size, attachments, hours, rate). The Rental Blue Book will be used to establish rates as provided in Item 10.8.
5. Small tools and supplies (itemize).

B. Direct costs shall not include:

1. Payroll costs and other compensation of the CONTRACTOR's: (1) officers, (2) executives, (3) principals of partnerships and sole proprietorships, (4) general managers, (5) engineers, (6) architects, (7) estimators, (8) lawyers, (9) auditors, (10) accountants, (11) purchasing and contracting agents, (12) expeditors, (13) timekeepers, (14) clerks, and (15) other personnel not specifically included in the agreed-upon schedule of job classifications referred to in Paragraph 10.5, A. These costs shall be considered administrative costs covered by the CONTRACTOR's fee.
2. Expense of the CONTRACTOR's principal and branch offices other than the CONTRACTOR's office at the site.
3. Any part of the CONTRACTOR's capital expenses. Interest on the CONTRACTOR's capital employed for the Work. Charges against the CONTRACTOR for delinquent payments.

4. Cost of premiums for all Bonds and for all insurance whether or not the CONTRACTOR is required by the Contract Documents to purchase and maintain the same. Exception shall be for additional Bonds and insurance required because of changes in the Work.
5. Costs due to the negligence of the CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Negligence costs include: (1) correction of defective Work, (2) disposal of materials wrongly supplied, and (3) making good any damage to property.
6. Other overhead or general expense costs of any kind.

C. Subcontract Costs

1. Material (itemize).
2. Labor (man-hours, rates by crafts).
3. Labor burden (fringes, insurance, payroll taxes, etc.).
4. Equipment (type, size, attachments, hours, rate). The Rental Blue Book will be used to establish rates as provided in Item 10.8.
5. Small tools and supplies (itemize).
6. Subcontractor's fee for overhead and profit shall be limited to a negotiated amount not to exceed 15 percent of the cost incurred under Items C.1. through C.3. above. (No fee allowed for Items C.4. and C.5.)

D. The CONTRACTOR's fee allowed for overhead and profit shall be a mutually acceptable fixed fee. If none can be agreed upon, the fee shall not exceed the following:

1. Costs incurred under Paragraph 10.1, A, Items 1 through 3: 15 percent
(No fee allowed for Items 4 and 5)
2. Costs incurred under Paragraph 10.1, C, Items 1 through 3: First \$1,000 10 percent
Amount Above \$1,000 8 percent
(No fee allowed for Items 4, 5, and 6)

E. The amount of credit to be allowed by the CONTRACTOR to the PORT for a change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in the CONTRACTOR's overhead and profit fee by an amount equal to 10 percent of the net decrease; and

- F. When both additions and credits are involved in any one change, the adjustment in the CONTRACTOR's overhead and profit fee shall be computed on the basis of the net change in cost.
- G. If agreement cannot be reached in the fixed price proposal, the ENGINEER may require the Work to be performed on the basis of Cost of Work (Force Account).

Unit Prices:

10.2 In the case of unit price bid items:

- A. The ENGINEER may increase the units of Work without limit or adjustment of unit prices.
- B. A major item of Work is defined as any item in a unit price bid schedule which is equal to or greater than 10 percent of the Contract Price as bid. The ENGINEER may decrease the estimated quantity in a major item of work. If the ENGINEER decreases the quantity in a major item of Work in excess of 25 percent, the remaining quantity shall be subject to a negotiated change in unit price.
- C. A minor item of Work is defined as any item in a unit price bid schedule which is less than 10 percent of the Contract Price as bid. The ENGINEER may decrease the estimated quantity or delete a minor item of Work. If accumulation of such changes decreases the Contract Price more than 25 percent based on the estimated quantities and prices bid, the remaining items of Work shall be subject to a negotiated change in unit price.

Lump-Sum Breakdown:

- 10.3 The price of changes in a lump-sum agreement or lump-sum bid items will be based on the lump-sum breakdown furnished in accordance with Item 2.9.

Deleted Items:

- 10.4 Deletion of any items shall not be a waiver of any condition of the Agreement nor invalidate any of its provisions. The CONTRACTOR will be paid for all Work performed toward the completion of the item prior to such deletion as provided in Item 10.5. No allowance will be made for anticipated profits. Materials delivered to the site or acceptably stored at approved sites at the order of the ENGINEER but left unused will, if the materials are not returnable by the CONTRACTOR for credit, be purchased from the CONTRACTOR by the PORT at actual cost without allowance for overhead or profit. They shall thereupon become the PORT property.

Cost of Work (Force Account):

10.5 The ENGINEER may order Work performed on the basis of Cost of Work (Force Account). Cost of Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by the PORT, such costs shall be in amounts no higher than those prevailing in the locality of the Work, shall include only the following items, and shall not include any of the costs itemized in Item 10.6. The CONTRACTOR's authorized agent and the ENGINEER shall compare records of Work on a Cost of Work basis at the end of each workday. Copies of these records will be made in duplicate by the ENGINEER and shall be signed daily by both the ENGINEER and the CONTRACTOR's authorized agent. Fully itemized invoices for Cost of Work shall be submitted monthly, in triplicate, to the ENGINEER. The CONTRACTOR submittal shall be in the format described in Item 10.1. Payment will be included with regular periodic progress payments. The CONTRACTOR shall submit final billing for Cost of Work within 30 days after completion of that unit of Work. Cost of the Work may include:

- A. Payroll costs for employees in the direct employ of the CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by the PORT and the CONTRACTOR. Such employees shall include superintendents and foremen at the site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to: (1) salaries and wages; and (2) fringe benefits including social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work after regular working hours, on Sunday, or legal holidays shall be included in the above to the extent authorized by the PORT.
- B. Cost of all materials furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to the CONTRACTOR unless the PORT deposits funds with the CONTRACTOR with which to make payments, in which case the cash discounts will accrue to the PORT. All trade discounts, rebates and refunds, and all returns from sale of surplus materials will accrue to the PORT. The CONTRACTOR shall make provisions so that they may be obtained.
- C. Payments made by the CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by the PORT, the CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to the CONTRACTOR and shall deliver such bids to the PORT who will then determine which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work plus a fee, the Subcontractor's

Cost of Work shall be determined in the same manner as the CONTRACTOR's Cost of Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

D. Costs of special consultants employed for services specifically related to the Work.

E. Supplemental costs defined as:

1. The proportion of necessary transportation, travel, and subsistence expenses of the CONTRACTOR's employees incurred in discharge of duties connected with the Work.
2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the site. Hand tools not owned by the workers, which are consumed in the performance of the Work. Cost less market value of such items used but not consumed which remain the property of the CONTRACTOR.
3. Rental of all construction equipment and machinery and the parts thereof in accordance with rental agreements approved by the ENGINEER. The costs of transportation, loading, unloading, installation, dismantling, and removal may be included. The Rental Rate Blue Book will be used to establish rates as provided in Item 10.9. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
4. The moving allowance for transferring trucks shall be the calculated rate plus the operator's wage. For other equipment transferred under its own power, the moving allowance shall be limited to three-fourths the calculated rental rate plus the operator's wage.
5. Move-out allowance for the return of equipment to the location from which it was obtained. In the event the move out is to a different location, payment shall not exceed the amount of the move in. Payment will not be allowed for moving equipment from site to site within the work area after the equipment is on the job.
6. Charges for mechanics' time utilized in servicing equipment to ready it for use prior to moving to the work area will not be allowed. Neither will move-in allowances be made for equipment brought to the work area for Force Account work which is subsequently retained and utilized in completion of the Work.
7. The rental rate for cars or pickups will be the rate for a 4 x 2 one-half-ton truck in Section 20 of the Rental Rate Blue Book. See Item 10.8.

8. Equipment will be eligible for payment when operated and used on a full-time basis; equipment is considered to be used full time when the equipment must be manned and ready for use on a full-time basis.
 9. When the ENGINEER determines the equipment need not remain at the site continuously, payment will be limited to actual hours of use.
 10. Rental rates for equipment retained on the Work for an extended duration will be adjusted to the current rate once each year from the date of Notice to Proceed.
 11. Sales, use, or similar taxes related to the Work, and for which the CONTRACTOR is liable, imposed by any governmental authority.
 12. Costs for royalty payments, fees, permits, and licenses other than those caused by the CONTRACTOR's negligence.
 13. Losses, damages, and related expenses sustained by the CONTRACTOR in connection with the execution of the Work. Not included are losses, damages, and related expenses compensated by insurance. Losses, damages, and related expenses caused by negligence of the CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Losses, damages, and related expenses shall include settlements made with the written consent and approval of the PORT. No such losses, damages and related expenses shall be included in the Cost of the Work for the purpose of determining the CONTRACTOR's fee. If, however, any such loss, damage, and related expense requires reconstruction and the CONTRACTOR is placed in charge thereof, the CONTRACTOR shall be paid a fee for services proportionate to that stated in Item 10.7.
 14. The cost of utilities, fuel and sanitary facilities at the site.
 15. Minor expenses in connection with the Work such as: (1) telegrams, (2) long distance telephone calls, (3) telephone service at the site, (4) expressage, and (5) petty cash items.
 16. Cost of premiums for additional Bonds and insurance required because of changes in the Work.
 17. Rental of all the CONTRACTOR owned and operated power tools and equipment which the ENGINEER approves for use. The Rental Rate Blue Book will be used to establish rates as provided in Item 10.8.
- F. The hourly operating cost will be allowed for each hour that the equipment is in use. The rate will be the monthly rate

divided by 176 hours for single-shift operations. Hourly rates will be adjusted for two- and three-shift operations as recommended by the Rental Rate Blue Book as provided in Item 10.8.

- G. Equipment attachments will be included in the rate only when deemed by the ENGINEER to be essential to the Work. When multiple attachments are approved for use (tractor with ripper, dozer or tractor with loader and backhoe, etc.) and the attachments are being used interchangeably, only the one attachment having the higher rate will be eligible for payment.
- H. Standby time, when ordered by the ENGINEER, will be paid as follows: One-third of the total rate established in Paragraphs 10.5, F. and 10.5, G. above, rounded to the nearest 10 cents. Standby rates which are calculated at less than one dollar per hour will not be paid. No more than 8 hours of standby will be paid during a 24-hour period. No more than 40 hours of standby will be paid during a one-week period. In the event of breakdown, or shutdown by order of the ENGINEER, of part or all of the equipment being used, payment for such equipment that is idled shall cease. Labor that is idled and cannot be diverted to other Work will be paid through the one-half shift during which the breakdown or shutdown occurred. No other payment will be made for non-operating hours. Rental will not be allowed for equipment listed in Section 18, Shop Tools, of the Rental Rate Blue Book having a daily rate of less than \$5 each. Individual pieces of equipment not specifically covered by the Rental Rate Blue Book and having a value of \$350 or less shall be considered "small tools and equipment for which no rental is allowed."

10.6 Cost of Work (Force Account) Shall Not Include:

See Item 10.5 regarding work performed on the basis of Cost of Work (Force Account); Cost of Work (Force Account) shall not include the following items:

- A. Payroll costs and other compensation of the CONTRACTOR's: (1) officers, (2) executives, (3) principals of partnerships and sole proprietorships, (4) general managers, (5) engineers, (6) architects, (7) estimators, (8) lawyers, (9) auditors, (10) accountants, (11) purchasing and contracting agents, (12) expeditors, (13) timekeepers, (14) clerks, and (15) other personnel not specifically included in the agreed-upon schedule of job classifications referred to in Paragraph 10.5, A. These costs shall be considered administrative costs covered by the CONTRACTOR's fee.
- B. Expense of the CONTRACTOR's principal and branch offices other than the CONTRACTOR's office at the site.

- C. Any part of the CONTRACTOR's capital expenses. Interest on the CONTRACTOR's capital employed for the Work. Charges against the CONTRACTOR for delinquent payments.
 - D. Cost of premiums for all Bonds and for all insurance whether or not the CONTRACTOR is required by the Contract Documents to purchase and maintain the same. Exception shall be for additional Bonds and insurance required because of changes in the Work.
 - E. Costs due to the negligence of the CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Negligence costs include: (1) correction of defective Work, (2) disposal of materials wrongly supplied, and (3) making good any damage to property.
 - F. Other overhead or general expense costs of any kind. The costs of any item not specifically and expressly included in Paragraph 10.5, A through H.
- 10.7 The CONTRACTOR's fee allowed for overhead and profit shall be a mutually acceptable fixed fee. If none can be agreed upon, the fee shall not exceed the following:
- A. Costs incurred under Paragraphs 10.5, A and 10.5, B: 15 percent
(No fee allowed for Paragraphs 10.5, D through H)
 - B. Costs incurred under Paragraph 10.5, C. less Subcontractor's fee:

First \$1,000	10 percent
Amount Above \$1,000	8 percent
 - C. If a subcontract is on the basis of the Cost of Work plus a fee, the maximum allowable to the Subcontractor as a fee for overhead and profit will be 15 percent of the costs incurred under Paragraphs 10.5, A. and 10.5, B. (No fee allowed for Paragraphs 10.5, D through H)

Rental Rate Blue Book:

- 10.8 The Rental Rate Blue Book, published by the Equipment Guide-Book Company, P.O. Box 10113, Palo Alto, California 94303, will be used to establish rates. Rate modifications indicated on area maps in the Rental Rate Blue Book will not apply. The effective date of each section of the Rental Rate Blue Book when revised by the Equipment Guide-Book Company will be established by the PORT. The Rental Rate Blue Book denotes discontinued models by showing a star next to the model number. Many manufacturers continue the same model number through successive years. In the event the ENGINEER and the CONTRACTOR are unable to distinguish discontinued models from current models having different rates in the Rental Rate Blue Book, the lower rate shall apply. In the event a rate

is not given for either a new model or an older model, a rate for the most similar model in the Rental Rate Blue Book will be used for establishing a rate. Such characteristics as manufacturer, capacity, horsepower, and fuel will be used as the basis for selecting a similar model. In the event a rate has not been established for a particular equipment category in the Rental Rate Blue Book, the CONTRACTOR shall call the Equipment Guide-Book Company for a written response for a rental rate on the equipment and present to the ENGINEER for approval before use of the equipment. The Rental Rate Blue Book rates in effect at the time the Work is authorized are the maximum rates allowable for equipment of modern design in good working condition.

ARTICLE 11 - CHANGE OF CONTRACT TIME

- 11.1 Contract Time shall be changed only by a Change Order. Any extension in Contract Time shall be based on written request delivered to the ENGINEER within 10 days of the occurrence of the event. Notice of the extent of the time, with supporting data, shall be delivered within 30 days of such occurrence. Failure to deliver any referral to the ENGINEER within the time limits specified above shall completely foreclose consideration of an extension in Contract Time and all rights and remedies arising therefrom. Failure of Subcontractors or suppliers to meet their contract obligations shall not be cause for extension of time.
- 11.2 All time limits stated in the Contract Documents are of the essence.
- 11.3 Time extensions will be granted only when conditions described in Items 11.4, 11.5 and 11.6 exist and when the approved Work Progress Schedule substantiates the need. The ENGINEER will inform the CONTRACTOR in writing of the amount of time extension granted. An adjustment of Contract Time shall be the CONTRACTOR's sole remedy for any delay in Substantial Completion of the Work not wholly caused by the PORT. Unless caused by the PORT's sole negligence, the CONTRACTOR shall not be entitled to any damages, loss, or expense incurred by such delay.
- 11.4 The CONTRACTOR shall have an extension of time of a length to be determined by the ENGINEER should Work on the major items under construction be hindered, delayed or suspended by: (1) the PORT, (2) acts of God, (3) unusually severe weather beyond that normally expected from average established by the National Weather Bureau records for the period during which construction is to be accomplished, or (4) casualties or occurrences not caused in whole or in part by the CONTRACTOR.
- 11.5 For those contracts which specify a completion date rather than contract duration, the specified Substantial Completion date will be adjusted if the period between the date of bid opening and the date of Notice to Proceed is more than that stated in

Document 00100, Instructions to Bidders, as the period during which the bid cannot be revoked. The adjustment will be the addition of one day for each day over that specified period, less the number of calendar days over 10 in which the CONTRACTOR fails to deliver the executed Agreement and Performance and Payment Bond and furnish the required evidence of insurance to the PORT.

- 11.6 Work covered by Change Order may require time extension or reduction. The amount of time extension or reduction will be agreed upon by the CONTRACTOR and the ENGINEER.

ARTICLE 12 - WARRANTY;
TESTS AND INSPECTIONS;
CORRECTION, REMOVAL, OR
ACCEPTANCE OF DEFECTIVE WORK

Warranty:

- 12.1 The CONTRACTOR warrants to the PORT that all Work shall be in accordance with the Contract Documents and shall not be Defective.

Tests and Inspections:

- 12.2 The CONTRACTOR shall give the ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals.

12.3 A. The CONTRACTOR shall:

1. Be responsible for compliance with all laws, ordinances, rules, regulations, codes, and orders of any public body having jurisdiction over inspection, testing, or approval of the Work. The CONTRACTOR shall pay all related costs. See Items 6.14 and 6.15 for reimbursement.
2. Furnish the ENGINEER the required certificates of inspection, testing, and approval.
3. Be responsible for inspection or testing required for the ENGINEER's acceptance of a manufacturer, fabricator, supplier, or distributor of materials. The CONTRACTOR shall pay all related costs.

- B. The PORT will pay the cost of all other inspections, tests, and approvals unless otherwise specified.

- 12.4 If any Work that is to be inspected, tested, or approved is covered without concurrence of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for observation. Such uncovering shall be at the CONTRACTOR'S expense unless: (1) the CONTRACTOR has given the ENGINEER timely notice of intent to cover such Work,

and (2) the ENGINEER has not acted with reasonable promptness in response to such notice.

- 12.5 The following shall not relieve the CONTRACTOR from his obligation to perform the Work in accordance with the Contract Documents:
(1) observation by the ENGINEER, (2) inspections, (3) tests,
(4) approvals by others.

Uncovering Work:

- 12.6 Any Work covered contrary to or without concurrence of the ENGINEER, must, if requested by the ENGINEER, be uncovered for the ENGINEER's observation. It shall be replaced at no added cost to the PORT.

- 12.7 The CONTRACTOR, at the ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing, as the ENGINEER may require, any portion of Work in question. The CONTRACTOR shall furnish all necessary labor, material, and equipment. If it is found that such Work is Defective, the CONTRACTOR shall bear all the costs of:
(1) uncovering, (2) exposure, (3) observation, (4) inspection, (5) testing, (6) satisfactory reconstruction, and (7) additional professional services. An appropriate deductive Change Order will be issued. If, however, such Work is found not to be Defective, the CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction if he makes a request therefor as provided in Articles 10 and 11.

ENGINEER May Stop the Work:

- 12.8 The ENGINEER may order the CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated if: (1) the Work is Defective, and (2) the CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment. However, this right of the ENGINEER to stop the Work shall not give rise to any duty on the part of the ENGINEER to exercise this right for the benefit of the CONTRACTOR or any other party.

Correction or Removal of Defective Work:

- 12.9 If required by the ENGINEER, the CONTRACTOR shall promptly, without added cost to the PORT, and as specified by the ENGINEER:
(1) correct any Defective Work, whether or not fabricated, installed, or completed; or (2) if the Work has been rejected by the ENGINEER, remove it from the site and replace it with nondefective Work.

One-Year Correction Period:

12.10 If any Work is found to be Defective:

- A. Within one year after the date of Final Acceptance
- B. Or such longer time prescribed by law
- C. Or by the terms of any special guaranty or extended warranty required by the Contract Documents
- D. Or by any specific provision of the Contract Documents,

The CONTRACTOR shall correct such Defective Work:

- A. Promptly,
- B. Without added cost to the PORT, and
- C. In accordance with the ENGINEER's written instruction.

If the Work has been rejected by the ENGINEER, the CONTRACTOR shall:

- A. Remove it from the site and
- B. Replace it with nondefective Work.

If the CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the PORT may have the Defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by the CONTRACTOR.

Acceptance of Defective Work:

- 12.11 Instead of requiring correction or removal and replacement of Defective Work, the PORT may accept it. Any and all costs associated with required testing or certification of the work or materials shall be the responsibility of the CONTRACTOR. If acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents. The Change Order will include appropriate reduction in the Contract Price. If the acceptance occurs after final payment, an appropriate amount shall be paid by the CONTRACTOR to the PORT.

PORT May Correct Defective Work:

- 12.12 If the CONTRACTOR fails, within 3 days after written notice from the ENGINEER, to proceed to correct Defective Work or to remove and replace rejected Work as required by the ENGINEER in

accordance with Item 12.9, or if the CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including any requirements of the Work Progress Schedule), the PORT may after a 3-day written notice to the CONTRACTOR, correct and remedy any such deficiency. In exercising the rights under this paragraph, the PORT will proceed expeditiously. To the extent necessary to complete corrective and remedial action, the PORT may:

(1) exclude the CONTRACTOR from all or part of the site; (2) take possession of all or part of the site; (3) suspend the CONTRACTOR's services related thereto; (4) take possession of the CONTRACTOR's tools, appliances, construction equipment and machinery at the site; and (5) incorporate in the Work all materials stored at the site or for which the PORT has paid the CONTRACTOR but which are stored elsewhere. The CONTRACTOR shall allow the PORT representatives, agents, and employees such access to the site as may be necessary to exercise the rights under this paragraph. All direct and indirect costs in exercising such rights will be charged against the CONTRACTOR. A Change Order will be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs will include, in particular but without limitation: (1) additional professional services required, and (2) repair and replacement of Work of others destroyed or damaged by correction, removal, or replacement of the CONTRACTOR's Defective Work. The CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise of the PORT's rights hereunder.

ARTICLE 13 - PAYMENTS TO THE CONTRACTOR AND COMPLETION

Before Application for Progress Payment:

13.1 Prior to submitting the first application for progress payment, the CONTRACTOR shall have submitted the following to the ENGINEER. These submittals shall be acceptable to the ENGINEER.

- A. Work Progress Schedule, in accordance with Paragraph 2.8.
- B. Final Shop Drawings submission schedule.
- C. Cash Flow Schedule, in accordance with Paragraph 2.8.
- D. Lump-sum breakdown of the Work, in accordance with Paragraph 2.9.
- E. Wage certification, in accordance with Paragraph 6.38.

13.2 Prior to submitting for progress payment in excess of 90 percent of the contract amount, the CONTRACTOR shall submit any required Operation and Maintenance Manuals for approval. Approved complete manuals must be submitted as a requirement for Final Acceptance.

Application for Progress Payment:

13.3 A. The CONTRACTOR may apply for monthly progress payments on Work completed by the date of application. Application shall be made on the CONTRACTOR's Monthly Estimate Application (forms follow these General Conditions) and be accompanied by supporting documentation required by the Contract Documents and also as the ENGINEER may require. Applications shall be signed by the CONTRACTOR and submitted to the ENGINEER for review.

B. All applications, except the first application, shall include the CONTRACTOR's Lien Waiver affidavit (form follows these General Conditions) stating that all of the CONTRACTOR's obligations to date relating to the Work have been paid.

13.4 Materials delivered and stored on site but not yet incorporated in the Work may be included in the application for progress payment subject to approval by the ENGINEER and the following:

A. No payment on stored materials costing less than \$5,000.

B. The PORT's title to and interest in must be clearly established.

C. Value shall be established by invoice, freight bill, or other document. The progress payment will be limited to 90 percent of the net cost to the CONTRACTOR.

D. When there is a bid price on materials in place, the ENGINEER will estimate the cost of placing. The progress payment will be limited to 90 percent of the bid price less the estimated cost of placing.

E. Items shall be covered by appropriate insurance.

13.5 No progress payment will be made for a sum less than \$1,000. The payments will be approximate only, and any payment will be subject to reduction because of error in any previous payment.

13.6 Progress payment shall not be construed as acceptance or approval of such Work or waiver of any defects therein.

Retainage:

13.7 Five percent of Contract Price of the Work completed will be deducted and retained by the PORT from progress payments. When Work is 97 1/2 percent complete, the ENGINEER may reduce the amount retained to 100 percent of the value of uncompleted Work as determined by the ENGINEER.

13.8 The CONTRACTOR may deposit Bonds and securities in lieu of the retainage. Deposit shall be for the benefit of and without cost to the PORT. Deposit shall be with the PORT or in a bank or trust

company approved by Port. The character of Bonds and securities shall be as approved by ORS 279.420.

- 13.9 The CONTRACTOR may establish an interest-bearing account for deposit of retainage in a bank in a manner authorized by ORS 279.420. The account will be established for the benefit of and under the control of the PORT. Interest shall accrue to the CONTRACTOR. The CONTRACTOR shall notify the ENGINEER of the elected retainage option for the project.

Review of Application for Progress Payment:

- 13.10 The ENGINEER will review each application for progress payment and recommend payment or return to the CONTRACTOR with written reasons for not recommending payment. The ENGINEER will make recommendation within 10 days of receipt of application. The CONTRACTOR shall make corrections and resubmit. The PORT will pay the CONTRACTOR the recommended amount within 30 days of the date of receipt of the ENGINEER's recommendation for payment.
- 13.11 If late in making payment, the PORT will pay the CONTRACTOR interest at the rate of 1 1/2 percent per month on the progress payment, not including retainage. Interest will commence 30 days after application by the CONTRACTOR has been recommended for progress payment, or 15 days after payment is approved by the PORT, whichever is the earlier date. Any interest owed by either party under any provision of this agreement shall be simple interest.
- 13.12 The PORT may refuse to make payment, in whole or any part, if:
- A. The Work is defective, or completed Work has been damaged requiring correction or replacement;
 - B. Written claims have been made against the PORT or liens have been filed in connection with the Work;
 - C. The Contract Price has been reduced;
 - D. The PORT has been required to correct Defective Work or complete the Work in accordance with Item 12.12,
 - E. The CONTRACTOR's prosecution of the Work in accordance with the Contract Documents is unsatisfactory;
 - F. The CONTRACTOR has failed to make payment to Subcontractors, or for labor or materials; or
 - G. The CONTRACTOR is in breach of this contract.

Substantial Completion:

- 13.13 When the CONTRACTOR considers the entire Work ready for its intended use, he shall certify in writing that the entire Work is Substantially Complete and request a letter confirming Substantial Completion. Within 15 days thereafter, the CONTRACTOR and the ENGINEER shall make an inspection of the Work to determine the status of completion. If the ENGINEER considers the Work Substantially Complete, he will within 15 days of date of inspection execute and deliver to the CONTRACTOR a confirming letter with a list of items to be completed or corrected. The letter will state the date of substantial completion. If the ENGINEER does not consider the Work Substantially Complete, he will notify the CONTRACTOR in writing giving reasons therefor.
- 13.14 The PORT will have the right to exclude the CONTRACTOR from that part of the Work after the date of Substantial Completion. The PORT will allow the CONTRACTOR reasonable access to complete or correct items on the list.

Partial Utilization:

- 13.15 The ENGINEER may request in writing that the CONTRACTOR permit the PORT to use any part of the Work which is Substantially Complete and which may be used without significant interference with construction of the other parts of the Work. If the CONTRACTOR agrees, the CONTRACTOR shall certify that that part of the Work is Substantially Complete. The ENGINEER will also issue to the CONTRACTOR a confirming letter with a list of items to be completed or corrected. The PORT will assign responsibility for security, operation, safety, maintenance, utilities, and insurance for that part of the Work.
- 13.16 In lieu of issuing a letter confirming Substantial Completion for part of the Work, the PORT may take over operation of part of the Work whether or not it is Substantially Complete if such part is functionally and separately useable.

Final Inspection:

- 13.17 When the CONTRACTOR considers the entire work to be complete, he shall certify in writing that the entire Work is Complete and request a letter confirming Completion. Within 15 days thereafter, the ENGINEER will make Final Inspection and will notify the CONTRACTOR, in writing, of all particulars in which this inspection reveals that the Work is incomplete or Defective. The CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

Application for Final Payment:

13.18 The CONTRACTOR may make application for final payment after Final Inspection and after all Work is complete and all deficiencies corrected. The CONTRACTOR shall make application for final payment following the procedure for progress payments. The application shall be preceded or accompanied by all documentation called for in the Contract Documents and other data as the ENGINEER may require. Some examples of documentation are:

- A. Operating and maintenance instructions and manuals.
- B. Marked-up Drawings for creating as-constructed Drawings.
- C. Schedules.
- D. Manufacturers' warranties or extended warranties.
- E. Bonds.
- F. Certificates of inspection.
- G. Releases or waivers of all liens arising out of or filed in connection with the Work.
- H. The CONTRACTOR's affidavit that the releases or waivers include all labor, services and materials for which a lien could be filed.
- I. The CONTRACTOR's Lien Waiver affidavit that all payrolls and materials bills and other indebtedness connected with the Work for which the PORT might in any way be responsible have been paid or otherwise satisfied (form follows these General Conditions).
- J. Consent of surety, if any, to final payment.

If any Subcontractor, manufacturer, fabricator, supplier, or distributor fails to furnish a release or receipt in full, the CONTRACTOR may furnish a Bond or other collateral satisfactory to the PORT to indemnify the PORT against any lien.

Final Acceptance and Final Payment:

13.19 Upon receipt of the CONTRACTOR's application for final payment, the ENGINEER will, within 15 days, recommend final payment or return the application to the CONTRACTOR. If the application is returned, the ENGINEER will give the CONTRACTOR written reasons for not recommending final payment. The CONTRACTOR shall make the necessary corrections and resubmit the application. When the Work is complete and the final application for payment is accepted, the ENGINEER will give the CONTRACTOR written Final Acceptance. The PORT will pay the CONTRACTOR the recommended amount within 30 days of the date of Final Acceptance.

13.20 If late in making payment, the PORT will pay the CONTRACTOR interest at the rate of 1 1/2 percent per month on the final payment due the CONTRACTOR. Interest will commence 30 days after Final Acceptance and run until final payment is tendered to the CONTRACTOR.

CONTRACTOR's Continuing Obligation:

13.21 The CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute acceptance of Work not in accordance with the Contract Documents or release the CONTRACTOR from obligation to perform the Work in accordance with the Contract Documents:

- A. Recommendation of any progress or final payment.
- B. Payment by the PORT to the CONTRACTOR.
- C. Issuance of a letter of Substantial Completion.
- D. Use or occupancy of the Work or any part by the PORT.
- E. Any act of acceptance by the PORT.
- F. Any failure of acceptance by the PORT.
- G. Any correction by the PORT of Defective Work.

CONTRACTOR's Warranty of Title:

13.22 The CONTRACTOR warrants that title to all Work and materials covered by any application for payment, whether incorporated in the Work or not, will pass to the PORT at the time of payment. Title shall be free and clear of all liens, claims, security interests and encumbrances.

Waiver of Claims:

13.23 The making of final payment will constitute a waiver of all claims by the PORT against the CONTRACTOR except claims arising from:

- A. Unsettled liens.
- B. Defective Work appearing after Final Inspection.
- C. Failure to comply with the Contract Documents.
- D. Failure to comply with the terms of any special guaranties.
- E. The CONTRACTOR's continuing obligation under the Contract Documents.

The acceptance of final payment will constitute a waiver of all claims by the CONTRACTOR against the PORT other than those made in writing and still unsettled.

Liquidated Damages:

- 13.24 Time is of the essence of this Agreement. It is agreed by the parties to the Agreement that in case the Work required under the Agreement is not completed within the applicable Contract Time, damage will be sustained by the PORT and that it is and will be impractical to determine the actual damage which the PORT will sustain by reason of such delays. It is therefore agreed that the CONTRACTOR shall pay the PORT, not as a penalty, but as liquidated damages the per diem amount set forth in the Agreement for each day elapsed beyond the Substantial Completion date stated in the Notice to Proceed applicable to the Work required under the Agreement. Permitting the CONTRACTOR to continue and finish the Work or any part thereof after Substantial Completion shall in no way operate as a waiver on the part of the PORT of any of its rights under the Agreement. Payment of liquidated damages shall not release the CONTRACTOR from obligations in respect to the fulfillment of the entire Agreement. Payment of liquidated damages shall not constitute a waiver of the PORT's right to collect any additional damages which it may sustain by failure of the CONTRACTOR to carry out the terms of the Agreement. It is the intent of the parties that said liquidated damages be full and complete payment only for failure of the CONTRACTOR to complete the Work on time. Liquidated damage amounts may be withheld by the PORT from any partial or final payment due the CONTRACTOR.

Other Damages:

- 13.25 The PORT will further have the right to charge the CONTRACTOR, and to deduct from any payment due: (1) the actual cost of the PORT's engineering; (2) inspection; and (3) overhead expenses which are directly chargeable to the Agreement, and which accrue during the period between the Substantial Completion date stated in the Notice to Proceed and the date of Final Acceptance. Costs of final surveys and preparation of final estimate will not be included in such charges.
- 13.26 The PORT shall have the right to recover from the CONTRACTOR and, to the extent permitted by law, to deduct from any payment due the CONTRACTOR, the amount of any loss suffered by the PORT on account of the failure of the CONTRACTOR, Subcontractor, any anyone directly or indirectly employed by any of them and anyone for whose acts any of them may be liable to comply with the rules and regulations referenced or contained in the Contract Documents.

ARTICLE 14 - SUSPEND, TERMINATE, OR ABANDON THE WORK

PORT May Suspend the Work:

14.1 Suspension of the Work:

- A. The PORT may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than 90 days by notice, in writing, to the CONTRACTOR which will fix the date on which Work shall be resumed. The CONTRACTOR shall resume the Work on the date so fixed. The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension, subject to the ENGINEER's approval.
- B. In the event the CONTRACTOR, Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable fails to comply with the rules and regulations referenced in the Contract Documents, the PORT may suspend the Work or any portion thereof and may continue the suspension until completion of any investigation or evaluation by the PORT and full compliance with any corrective measures which the PORT may reasonably require. The PORT shall not be liable to the CONTRACTOR for any delay caused by such suspension, nor shall there be any adjustment in the Contract Price or Contract Time.

PORT May Terminate the Work:

14.2 Upon the occurrence of any one or more of the following events:

- A. The CONTRACTOR is adjudged a bankrupt or insolvent.
- B. The CONTRACTOR makes a general assignment for the benefit of creditors.
- C. A trustee or receiver is appointed for the CONTRACTOR or for any of the CONTRACTOR's property.
- D. The CONTRACTOR files petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws.
- E. The CONTRACTOR repeatedly fails to supply sufficient skilled workers or suitable materials or equipment.
- F. The CONTRACTOR repeatedly fails to make prompt payments to Subcontractors or for labor and materials.
- G. The CONTRACTOR disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction including, without limitation, ordinances adopted by the PORT and referenced in the Contract Documents, and the rules and

regulations adopted by the PORT's Executive Director or his designee.

- H. The CONTRACTOR disregards the authority of the ENGINEER.
- I. The CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents.

The PORT may, after giving the CONTRACTOR and his surety a 7-day written notice: (1) terminate the services of the CONTRACTOR; (2) exclude the CONTRACTOR from the site; (3) take possession of the site and all of the CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by the CONTRACTOR without liability to the CONTRACTOR for trespass or conversion; (4) incorporate in the Work all materials stored at the site or for which the PORT has paid the CONTRACTOR but which are stored elsewhere; and (5) finish the Work as the PORT may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess will be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR shall pay the difference to the PORT. Such costs incurred by the PORT will be verified by the ENGINEER and incorporated in a Change Order; but in finishing the Work, the PORT will not be required to obtain the lowest figure for the Work performed.

- 14.3 Where the CONTRACTOR's services have been so terminated by the PORT, the termination shall not affect any rights of the PORT against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due the CONTRACTOR by the PORT will not release the CONTRACTOR from liability.

PORT May Abandon the Work:

- 14.4 Upon giving the CONTRACTOR a 7-day written notice, the PORT may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, the CONTRACTOR will be paid for all Work executed and any costs sustained plus reasonable termination expenses.

ARTICLE 15 - CLAIMS AND DISPUTES

- 15.1 A party shall submit to the other a written statement of a claim not otherwise provided for by this contract within 30 calendar days after the claimant first has knowledge of or reason to know of the facts upon which the claim is based. The statement of claim shall recite the facts upon which the claim is based and include copies of all documentary evidence in support of the

claim. Within 15 calendar days after receiving a claim, the party to which a claim is submitted shall respond in writing stating whether the claim is allowed, partially allowed, or denied. If the claimant disputes the action taken by the other party, the claimant shall deliver a written notice of dispute to the other party within 15 calendar days after the claimant receives the other party's written response to the claim. The written notice of dispute shall be entitled "Notice of Dispute." A claim shall be barred if the claimant fails to comply with the foregoing notice of dispute requirement or fails to timely deliver the notice of dispute to the other party.

- 15.2 The parties shall attempt to resolve all disputes by negotiation. Negotiations shall be initiated at the earliest opportunity. Each party shall freely share unprivileged information requested by the other and shall make a good faith effort to ensure that all relevant issues are fully developed and fairly presented to the other side.
- 15.3 If a dispute cannot be resolved through negotiations between the CONTRACTOR's representatives and the PORT's Construction Contract Manager and the ENGINEER, the parties shall submit the dispute to mediation. Either party may request mediation. The requesting party must suggest an independent mediator with the request for mediation. If the parties cannot agree upon a mediator, either party may apply to the Presiding Judge, Multnomah County Circuit Court, for appointment of a mediator. The parties shall share equally in the fees and costs of the mediator. Each party shall be responsible for its own attorney fees. Mediation shall be at Portland, Oregon, unless the parties agree otherwise.
- 15.4 If a dispute is not resolved by mediation, the parties may, but are not required to, agree to submit the dispute to binding arbitration, in which case the parties shall agree upon the arbitrator, the applicable rules for arbitration, the time and place of arbitration, and the allocation of costs and attorney fees related to the arbitration.
- 15.5 If a dispute cannot be resolved by mediation, and the parties do not agree to submit the dispute to arbitration, either party may file a lawsuit to resolve the dispute in a court with proper jurisdiction located in Multnomah County, Oregon. The prevailing party shall be entitled to recover attorney fees and costs at trial and on appeal.
- 15.6 Except to the extent performance may be legally excused under the particular circumstances, each party shall continue to perform its duties under the contract while the resolution of a dispute is pending. Failure to comply with this requirement shall be a material breach of the contract.

ARTICLE 16 - MISCELLANEOUS

Giving Notice:

16.1 When the Contract Documents require that written notice be given, notice shall be deemed valid if it is:

- A. Hand carried to the person to whom it is intended, or
- B. Hand carried to an officer of the firm for which it is intended, or
- C. Sent by registered or certified "Return Receipt Requested" mail, postage prepaid, to the last business address known to the giver of the notice.

Computation of Time:

16.2 Any period of time referred to in the Contract Documents by days shall be computed to exclude the first and include the last day of such period. If the last day of any time period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted.

Liability Claims:

16.3 Should the PORT or the CONTRACTOR suffer injury or damage to his person or property because of any error, omission, or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim shall be made: (1) in writing, and (2) to the other party within a reasonable time of the first observance of such injury or damage.

Rights and Remedies:

16.4 The General Conditions impose duties and obligations on the contract parties and provide for rights and remedies. Refer in particular to Items 6.38, 12.1, 12.9, 12.12, 13.16 and 14.2. They outline some of the warranties, guaranties, and obligations imposed on the CONTRACTOR, and rights and remedies allowed the PORT. The rights and remedies available to each party are in addition to, and shall not limit, actions allowed by law or other parts of the Contract Documents. All representations, warranties, and guaranties made in the Contract Documents shall survive final payment and termination or completion of this Agreement. The content of this paragraph shall apply as if repeated specifically in the Contract Documents in connection with each duty, obligation, right, and remedy.

THE PORT OF PORTLAND
CONTRACTOR'S MONTHLY ESTIMATE APPLICATION

APPLICATION NO. _____
PAGE 1 of _____

CONTRACTOR: _____

PROJECT TITLE: _____
PROJECT NO.: _____
AIP NO. _____

Work Performed Through: ____/____/____

- ☐ Report of DBE Compliance attached (if required).
- ☐ Wage certifications for all labor are attached, or have been previously submitted.
- ☐ The undersigned certifies that to the best of the undersigned's knowledge:
- 1) work covered by this invoice is in accordance with the contract documents, and
 - 2) the CONTRACTOR is entitled to payment of the amount requested by the invoice.
- ☐ Lien Waiver attached (not required for first application for payment).

CONTRACTOR's Representative

DATE: ____/____/____

TOTAL WORK COMPLETE TO DATE:

Total Bid Item Work	\$ _____
Total Change Order Work	_____
Total Material on Hand	_____
Total to Date:	\$ _____
Less 5% Retainage	\$ _____
Less Previous Payments	_____
PAYMENT NOW DUE	\$ _____

PORT OF PORTLAND REVIEW ACTION:

Inspector:	Approve: ____/____/____
	Disapprove: ____/____/____

By: _____

Construction	Approve: ____/____/____
Contracts Mgr:	Disapprove: ____/____/____

By: _____

CONTRACTOR: _____

APPLICATION NO. _____

PROJECT TITLE: _____

PROJECT NO.: _____

AIP NO.: _____

PAGE 2 of _____

BID ITEMS

Bid Item	Description	Bid Quantity	Unit	Unit Price	Total Work Complete			
					Last Est.		This Est.	
					Qty.	Amt.	Qty.	Amt.

CONTRACTOR: _____

PROJECT TITLE: _____

PROJECT NO.: _____

AIP NO.: _____

APPLICATION NO. _____

PAGE 3 of _____

CHANGE ORDERS

Change Order	Description	Amount	Total Work Complete			
			Last Est.		This Est.	
			Qty.	Amt.	Qty.	Amt.

CONTRACTOR: _____

APPLICATION NO. _____

PAGE 4 of _____

PROJECT TITLE: _____

PROJECT NO.: _____

AIP NO.: _____

MATERIALS ON HAND

Item No.	Description	Invoice Amount	90% Amount	Total Amount	
				In Place	On Hand

LIEN WAIVER

Project Title: _____

Project Number: _____

The undersigned, having the position of _____
(Office)
with _____, first being duly sworn, states that
(Company Name)

he is duly authorized and appointed as its agent to execute this Lien
Waiver. That he does hereby certify that _____

(Company Name)
has furnished all materials and labor and has fulfilled all of its
obligations under its contract with the Port of Portland on the
above-described project.

The sum of _____ (\$_____) is full and total
compensation for: (1) all labor performed and materials furnished by
the undersigned, its subcontractors, material vendors, suppliers,
agents, and employees on the above-described project; (2) that the
undersigned warrants that it has fully paid all of its subcontractors,
material vendors, suppliers, agents, and employees; and (3) that the
undersigned agrees to indemnify and save harmless the Port from any and
all liability, expense, and costs, including the cost of Port
administrative and staff time, arising out of its failure to fully pay
all of its subcontractors, material vendors, suppliers, agents, and
employees on this Lien Waiver. On the receipt of the above-stated sum
from the Port of Portland, the undersigned does waive and release any
and all claims and lien rights for and in connection with the
above-described project for said labor performed and materials
furnished.

Executed this _____ day of _____, 19____.

By _____
CONTRACTOR

By _____
CONTRACTOR's Representative

Subscribed and sworn to before me this _____ day of _____,
19____.

Notary Public.

Commission Expiration Date



CITY OF PORTLAND -- ENVIRONMENTAL SERVICES
Commercial Recycling Plan Form
- Quick Form - Construction Sites -

What is the Building
Bureau Case No.?

Projects between \$25,000 and \$500,000

For any building project in Portland where the total job cost, including both construction and demolition phases, exceeds \$25,000, the applicant for building permit must ensure that the materials listed below are recycled.

The booklet "Construction Site Recycling" lists tips and resources for setting up recycling or salvage/reuse programs on construction projects. Pick up a copy of this booklet at the Portland Permit Center, or call Metro at (503) 234-3000 to get a copy mailed to you.

Company name _____

Job Site Address _____

Job Supervisor _____ Supervisor phone number _____

I agree to set up a recycling program at this job site, to recycle the following materials there and to do my best to see that our employees and subcontractors do not put these materials in the garbage. These are my plans for recycling the materials listed.

Material being Recycled Mark (✓) the appropriate box to indicate collector	Collected by Garbage Hauler	Collected by Independent Recycler	Self-hauled to recycler**
Wood/Land Clearing Debris	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Metals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Corrugated cardboard	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (specify): _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Signature _____

Date _____

Print Name _____

Title _____

Signature - Permit Applicant (Port of Portland)

Title _____

**** NOTE:** Upon completion of job, self-haulers will be required to report the quantities recycled, using forms provided by the City.

Effective January 1996, the City of Portland requires all construction companies and remodelers to complete this form stating that they are in compliance with the requirement to recycle on the job site (City Code 17.102.180). Failure to comply with the ordinance is ultimately subject to a \$500 penalty. If you have any questions, contact the City of Portland, Solid Waste & Recycling Section (823-7202).



CITY OF PORTLAND -- ENVIRONMENTAL SERVICES
Commercial Recycling Plan Form
- Quick Form - Construction Sites -

What is the Building
Bureau Case No.?

Projects over \$500,000
CONSTRUCTION PHASE

For any building project in Portland where the total job cost, including both construction and demolition phases, exceeds \$25,000, the applicant for the building permit must ensure that the materials listed below are recycled.

The booklet "Construction Site Recycling" lists tips and resources for setting up recycling or salvage/reuse programs on construction projects. Pick up a copy of this booklet at the Portland Permit Center, or call Metro at (503) 234-3000 to have a copy mailed to you.

Company name _____

Job Site Address _____

Site phone number _____ Job Supervisor _____

I agree to set up a recycling program on this job site, to recycle the following materials there, and to do my best to see that our employees and subcontractors do not put these materials in the garbage. These are my plans for recycling the materials listed.

Material being Recycled Mark (✓) the appropriate box to indicate collector	Collected by Garbage Hauler	Collected by Independent Recycler	Self-hauled to recycler**
Rubble (concrete/asphalt)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Metals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Corrugated cardboard	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wood	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (specify): _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Signature _____

Date _____

Print Name _____

Title _____

Signature - Permit Applicant (Port of Portland) _____

Title _____

**** NOTE:** Upon completion of job, self-haulers will be required to report to the City the quantities recycled.

Effective January 1996, the City of Portland requires all construction/demolition companies to complete a form in order to demonstrate that they are in compliance with the requirement to recycle on the job site (City Code 17.102.180). Failure to comply with the ordinance is ultimately subject to a \$500 penalty. If you have any questions, contact the City of Portland, Solid Waste & Recycling Section (823-7202).



CITY OF PORTLAND -- ENVIRONMENTAL SERVICES

Commercial Recycling Plan Form**- Quick Form - Construction Sites -**What is the Building
Bureau Case No.?**Projects over \$500,000
DEMOLITION PHASE**

For any building project in Portland where the total job cost, including both construction and demolition phases, exceeds \$25,000, the applicant for the building permit must ensure that the materials listed below are recycled.

The booklet "Construction Site Recycling" lists tips and resources for setting up recycling or salvage/reuse programs on construction projects. Pick up a copy of this booklet at the Portland Permit Center, or call Metro at (503) 234-3000 to have a copy mailed to you.

Company name _____

Job Site Address _____

Job Supervisor _____ Supervisor Phone Number _____

I agree to set up a recycling program on this job site, to recycle the following materials there, and to do my best to see that our employees and subcontractors do not put these materials in the garbage. These are my plans for recycling the materials listed.

Material being Recycled
Mark (✓) the appropriate box to
indicate collector

Collected by
Garbage
Hauler

Collected by
Independent
Recycler

Self-hauled
to
recycler**

Rubble (concrete/asphalt)

☐☐☐

Land clearing debris

☐☐☐

Metals

☐☐☐

Wood

☐☐☐

Other (specify): _____

☐☐☐

Signature _____

Date _____

Print Name _____

Title _____

Signature - Permit Applicant (Port of Portland) _____

Title _____

**** NOTE:** Upon completion of job, self-haulers will be required to report the quantities recycled, using forms provided by the City.

Effective January 1996, the City of Portland requires all construction/demolition companies to complete a form stating that they are in compliance with the requirement to recycle on the job site (City Code 17.102.180). Failure to comply with the ordinance is ultimately subject to a \$500 penalty. If you have any questions, contact the City of Portland, Solid Waste & Recycling Section (823-7202).

DOCUMENT 00800
SUPPLEMENTARY CONDITIONS

800.01 GENERAL

- A. These supplements modify, delete from, or add to the General Conditions.
- B. Where an article, paragraph, or clause of the General Conditions is modified or deleted by these supplements, the unaltered provisions of that article, paragraph, or clause remain in effect.
- C. Specific project requirements stated in other documents such as the Bid, Agreement, or in Division 1 (General Requirements) take precedence over the General Conditions.

800.02 SPECIFICATIONS LANGUAGE

- A. Unless specifically stated otherwise, all specifications are directed to the Contractor. This includes statements which have no grammatical subject, as in "Install equipment plumb and level."

800.03 LICENSE REQUIREMENT

- A. The Contractor and subcontractors shall be licensed to do work in the City of Portland.

800.04 INCREASE OR DECREASE OF UNITS OF WORK

- A. Increase or decrease of units of work shall not affect the unit price. General Conditions, Unit Prices, 10.2:

A, change to read, "The ENGINEER may increase or decrease the units of Work without limit or adjustment of unit prices."

B, delete the third sentence entirely.

C, delete the third sentence entirely.

800.05 LONGSHORE AND HARBORWORKERS' COMPENSATION ACT

- A. The Contractor shall provide evidence of compliance with the Longshore and Harborworkers' Compensation Act prior to commencing work on this project. If the Contractor is a qualified self-insured employer, a copy of the Contractor's Certificate of Compliance and a certificate of insurance evidencing excess insurance must be forwarded to the Port.

800.06 JONES ACT COMPENSATION

- A. The Contractor shall provide evidence of compliance with the Jones Act, covering the master and crew of any vessel used in conjunction with this project, prior to commencing work. If the Contractor is a qualified self-insured employer, a copy of the Contractor's

Certificate of Compliance and a certificate of insurance evidencing excess insurance must be forwarded to the Port.

800.07 PROTECTION AND INDEMNITY AND TOWER'S LIABILITY INSURANCE

- A. The Contractor shall provide certificate(s) of insurance evidencing protection and indemnity including Tower's Liability Insurance in an amount not less than \$1 million combined single limit for property damage and bodily injury. In lieu of Protection and Indemnity Insurance, the Contractor shall provide evidence of commercial general liability insurance verifying that the watercraft exclusion has been deleted.

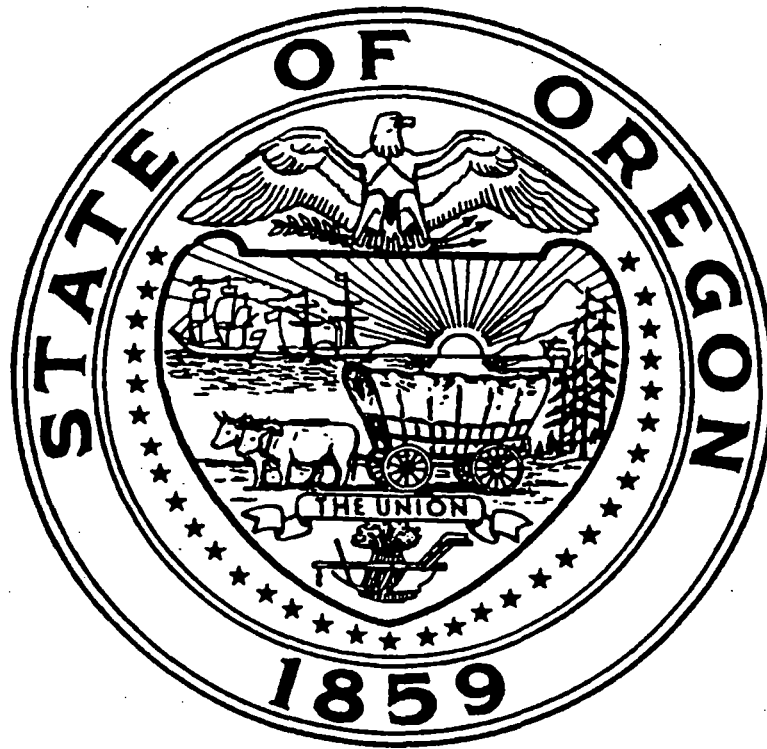
800.08 PERMITS

- A. Permits for removal and disposal of dredging materials have been issued by the Oregon Division of State Lands (Permit No. 2080, dated August 23, 1995), and the U. S. Army Corps of Engineers, Portland District (Permit No. 071-OYA-2-008760, dated August 24, 1995). These permits to fill at Morgan Bar are appended in Appendix B and hereby incorporated into the Specifications.
- B. The Contractor shall conform to the provisions, conditions, and requirements of the permits, including notices to the above agencies (City, State, and Corps of Engineers) of dredging activities.
- C. Conflicts, if any, between the Specifications and the issued permits, observed by the Contractor, shall be brought to the attention of the Port.

PREVAILING WAGE RATES

for

Public Works Contracts in Oregon



OREGON BUREAU OF LABOR AND INDUSTRIES

Contains:

- Amendment No. 1 - July 1, 1996
- Amendment No. 2 - Aug. 1, 1996
- Amendment No. 3 - Sept. 1, 1996
- Amendment No. 4 - Oct. 1, 1996
- Amendment No. 5 - Nov. 1, 1996

Jack Roberts
Commissioner

Bureau of Labor and Industries

Effective July 1, 1996

OREGON DETERMINATION 96-04 CONSTRUCTION TYPE:
AMENDMENT EFFECTIVE JULY 1, 1996

HEAVY-ENTIRE STATE, HIGHWAY-ENTIRE STATE.
NON-RESIDENTIAL BLDG. EXCLUDES COOS, CURRY,
DOUGLAS & JOSEPHINE COUNTIES

TRADE	BASIC HOURLY RATE	FRINGE BENEFITS	TRADE	BASIC HOURLY RATE	FRINGE BENEFITS
-------	-------------------------	--------------------	-------	-------------------------	--------------------

ELECTRICIANS

(Please note this change in your July booklet on Page 9)

Area 1	Area 2	Area 2 (cont)	Area 3
Malheur	Baker	Umatilla	Coos
	Gilliam	Union	Curry
	Grant	Wallowa	Lincoln
	Morrow	Wheeler	Douglas (a)
			Lane (a)

PLUMBERS & STEAMFITTERS/PIPEFITTERS

25.00 7.45

The above rates are in effect in Area 3 and include Coos, Curry Douglas and Josephine Counties (page 23).

PLUMBERS & STEAMFITTERS/PIPEFITTERS

(Please note these changes in your July booklet on page 12)

Area 1	Area 2	Area 3
Baker	Grant (b)	All remaining
Harney (a)	Morrow	counties
Malheur	Umatilla	
	Wallowa	
	Union	

ROOFERS:

(Please note these changes in your July booklet on page 17)

Area 3:	Area 4
Malheur	Umatilla
	Union
	Wallowa

**AMENDMENT NUMBER 1 TO THE JULY 1, 1996
PREVAILING WAGE RATES FOR PUBLIC WORKS CONTRACTS IN OREGON
OREGON DETERMINATION 96-04/96-05
EFFECTIVE JULY 1, 1996**

Please note corrections to be made to the most recent PWR Booklet published on July 1, 1996.

Corrections in OREGON DETERMINATION 96-04/96-05 for ELECTRICIANS, PLUMBERS & STEAMFITTERS/PIPEFITTERS AND ROOFERS, are shown on the back of this sheet. For the sake of brevity, we have not included all of the explanatory information that is found in the regular booklet. Refer to the relevant parts of the July 1996 Booklet for details concerning this amendment. If you have any questions, call the PWR Coordinator at (503) 731-4074 in Portland.

ALL RATES IN THE JULY 1996 BOOKLET WHICH ARE NOT AMENDED REMAIN IN FORCE.



BUREAU OF LABOR AND INDUSTRIES

JACK ROBERTS
Commissioner

IMPORTANT NOTICE CONCERNING PREVAILING WAGE RATES

800 NE Oregon St. # 32
Portland, Oregon 97232

BULK RATE

U.S. Postage
PAID
Portland,
Oregon
Permit No. 01

JUL 22 1996

ENGINEERING SERVICES
LLOYD SMITH

OREGON DETERMINATION 96-04 CONSTRUCTION TYPE:
AMENDMENT EFFECTIVE AUGUST 1, 1996

HEAVY-ENTIRE STATE, HIGHWAY-ENTIRE STATE.
NON-RESIDENTIAL BLDG. EXCLUDES COOS, CURRY,
DOUGLAS & JOSEPHINE COUNTIES

TRADE	BASIC HOURLY RATE	FRINGE BENEFITS	TRADE	BASIC HOURLY RATE	FRINGE BENEFITS
-------	-------------------------	--------------------	-------	-------------------------	--------------------

*****BRICKLAYERS/STONEMASONS**

Area 2		22.12
5.88		

ELEVATOR CONSTRUCTORS

Area 1	26.89	6.95 + a
--------	-------	----------

*****GLAZIERS**

Area 1	22.87	4.94
--------	-------	------

MARBLE SETTERS (Includes Granite)

Area 2	23.12	5.88
--------	-------	------

PLUMBERS & STEAMFITTER/PIPEFITTERS

Area 1 (Both)	21.94	6.32
---------------	-------	------

Area 2 (Both)	26.40	8.85
---------------	-------	------

ROOFERS

Area 2	17.14	5.53
--------	-------	------

***** RATES ALSO IN EFFECT IN COOS, CURRY,
DOUGLAS AND JOSEPHINE COUNTIES**

ATTENTION:

AMENDMENT TO PAGE 25 OF THE JULY 1996
BOOKLET. PLEASE ADD THE CONTRACTOR LISTED
BELOW TO THE LIST OF DEBARRED CONTRACTORS.
DEBARMENT IS IN EFFECT FROM MAY 10, 1996
THROUGH MAY 9, 1999.

AC & C Electrical Enterprises, Inc.,
2130 NW York
Portland, Oregon 97210

and

Craig Yundt, Registered Agent
AC & C Electrical Enterprises, Inc.,
2130 NW York
Portland, Oregon 97210

and

Craig Yundt, President
AC & C Electrical Enterprises, Inc.,
4485 SW 96th Avenue
Beaverton, Oregon 97005

**AMENDMENT NUMBER 2 TO THE JULY 1, 1996
PREVAILING WAGE RATES FOR PUBLIC WORKS CONTRACTS IN OREGON
OREGON DETERMINATION 96-04/96-05
EFFECTIVE AUGUST 1, 1996**

There have been changes in the Prevailing Wage Rates of SIX different trades since the most recent PWR Booklet was published on July 1, 1996.

Updates in OREGON DETERMINATION 96-04/96-05 for:

**BRICKLAYERS/STONEMASONS AREA 2
ELEVATOR CONSTRUCTORS AREA 1
GLAZIERS AREA 1
MARBLE SETTERS AREA 2
PLUMBERS & STEAMFITTER/PIPEFITTERS AREAS 1
ROOFERS AREA 2**

are shown on the back of this sheet. Also included is updated information regarding the list of debarred contractors previously to contracting agencies effective July 1, 1996. For the sake of brevity, we have not included all of the explanatory information that is found in the regular booklet. Refer to the relevant parts of the July 1996 Booklet for details concerning this amendment. If you have questions, call the PWR Coordinator at (503) 731-4074 in Portland.

ALL RATES IN THE JULY 1996 BOOKLET WHICH ARE NOT AMENDED REMAIN IN FORCE.



BUREAU OF LABOR AND INDUSTRIES

JACK ROBERTS
Commissioner

IMPORTANT NOTICE CONCERNING PREVAILING WAGE RATES

800 NE Oregon St. # 32
Portland, Oregon 97232

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Permit No

JUL 22 1996

DAVID L. ROBERTS

OREGON DETERMINATION 96-04 CONSTRUCTION TYPE:
AMENDMENT EFFECTIVE SEPTEMBER 1, 1996

HEAVY-ENTIRE STATE, HIGHWAY-ENTIRE STATE.
NON-RESIDENTIAL BLDG. EXCLUDES COOS, CURRY,
DOUGLAS & JOSEPHINE COUNTIES

TRADE	BASIC HOURLY RATE	FRINGE BENEFITS	TRADE	BASIC HOURLY RATE	FRINGE BENEFITS
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ELECTRICIANS

Area 4

Electricians	24.90	6.86
Cable Splicers	27.39	6.93



BUREAU OF LABOR AND INDUSTRIES

JACK ROBERTS
Commissioner

IMPORTANT NOTICE CONCERNING PREVAILING WAGE RATES

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Portland, Oregon 97232

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AMENDMENT NUMBER 3 TO THE JULY 1, 1996
PREVAILING WAGE RATES FOR PUBLIC WORKS CONTRACTS IN OREGON
OREGON DETERMINATION 96-04
EFFECTIVE SEPTEMBER 1, 1996

There has been a change in the Prevailing Wage Rate of ONE different trade since the July 1, 1996 PWR booklet was last amended on August 1, 1996.

Changes in OREGON DETERMINATION 96-04 for AREA 4 ELECTRICIANS is shown on the back of this sheet. For the sake of brevity, we have not included all of the explanatory information that is found in the regular booklet. Refer to the relevant parts of the July 1996 Booklet for details concerning this amendment. If you have any questions, call the PWR Coordinator at (503) 731-4074 in Portland.

ALL RATES IN THE JULY 1996 BOOKLET WHICH ARE NOT AMENDED REMAIN IN FORCE.

RECEIVED
OCT 30 1996

ENGINEERING SERVICES
LLOYD BLDG.

OREGON DETERMINATION 96-04 CONSTRUCTION TYPE: HEAVY-ENTIRE STATE, HIGHWAY-ENTIRE STATE.			AMENDMENT EFFECTIVE OCTOBER 1, 1996 NON-RESIDENTIAL BLDG. INCLUDES COOS, CURRY, DOUGLAS & JOSEPHINE COUNTIES		
TRADE	BASIC HOURLY RATE	FRINGE BENEFITS	TRADE	BASIC HOURLY RATE	FRINGE BENEFITS

**BOILERMAKERS	24.32	9.01
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****THE ABOVE RATE INCLUDES THE COUNTIES OF COOS, CURRY, DOUGLAS AND JOSEPHINE.**



BUREAU OF LABOR AND INDUSTRIES

JACK ROBERTS
Commissioner

800 NE Oregon St. # 32
Portland, Oregon 97232

IMPORTANT NOTICE CONCERNING PREVAILING WAGE RATES

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*****5-DIGIT 97208
Port of Portland 3
Attn: Contracts and Procurement 36
PO BOX 3529
PORTLAND OR 97208-3529

**AMENDMENT NUMBER 4 TO THE JULY 1, 1996
PREVAILING WAGE RATES FOR PUBLIC WORKS CONTRACTS IN OREGON
OREGON DETERMINATION 96-04
EFFECTIVE OCTOBER 1, 1996**

There has been a change in the Prevailing Wage Rate of ONE different trade since the July 1, 1996 PWR booklet was last amended on September 1, 1996.

Changes in OREGON DETERMINATION 96-04/05 for **BOILERMAKERS** is shown on the back of this sheet. For the sake of brevity, we have not included all of the explanatory information that is found in the regular booklet. Refer to the relevant parts of the July 1996 Booklet for details concerning this amendment. If you have any questions, call the PWR Coordinator at (503) 731-4074 in Portland.

ALL RATES IN THE JULY 1996 BOOKLET WHICH ARE NOT AMENDED REMAIN IN FORCE.

OREGON DETERMINATION 96-04 CONSTRUCTION TYPE:
AMENDMENT EFFECTIVE NOVEMBER 1, 1996

HEAVY-ENTIRE STATE, HIGHWAY-ENTIRE STATE.
NON-RESIDENTIAL BLDG. INCLUDES COOS, CURRY,
DOUGLAS & JOSEPHINE COUNTIES

TRADE	BASIC HOURLY RATE	FRINGE BENEFITS	TRADE	BASIC HOURLY RATE	FRINGE BENEFITS
-------	-------------------------	--------------------	-------	-------------------------	--------------------

••SOFT FLOOR LAYERS	18.95	5.24 + a			
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••THE ABOVE RATE INCLUDES THE COUNTIES OF COOS,
CURRY, DOUGLAS AND JOSEPHINE.



BUREAU OF LABOR AND INDUSTRIES

JACK ROBERTS
Commissioner

800 NE Oregon St. # 32
Portland, Oregon 97232

IMPORTANT NOTICE CONCERNING PREVAILING WAGE RATES

BULK RATE

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Portland,
Oregon
Permit No. 071

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RETURN POSTAGE GUARANTEED**

*****5-DIGIT 97208
Port of Portland 4
Attn: Christine Steel, Eng svc 48
PO BOX 3529
PORTLAND OR 97208-3529

OCT 28 1996

ENCLOSURE SERVICES
11/1/96

**AMENDMENT NUMBER 5 TO THE JULY 1, 1996
PREVAILING WAGE RATES FOR PUBLIC WORKS CONTRACTS IN OREGON
OREGON DETERMINATION 96-04
EFFECTIVE NOVEMBER 1, 1996**

There has been a change in the Prevailing Wage Rate of ONE different trade since the July 1, 1996 PWR booklet was last amended on October 1, 1996.

Changes in OREGON DETERMINATION 96-04/05 for **SOFT FLOOR LAYERS** is shown on the back of this sheet. For the sake of brevity, we have not included all of the explanatory information that is found in the regular booklet. Refer to the relevant parts of the July 1996 Booklet for details concerning this amendment. If you have any questions, call the PWR Coordinator at (503) 731-4074 in Portland.

ALL RATES IN THE JULY 1996 BOOKLET WHICH ARE NOT AMENDED REMAIN IN FORCE.

OCT 28 1996

ENCLOSURE SERVICES
11/1/96

Oregon

BUREAU
OF LABOR
AND INDUSTRIES

July 1, 1996




Jack Roberts
Commissioner

This booklet contains the prevailing wage rates for non-residential building and construction trades in the State of Oregon. These rates are effective July 1, 1996, and have been amended in accordance with ORS 279.348 through ORS 279.365. A new determination of these rates is issued two times each year.

Prevailing wage rates are the minimum wages that must be paid to all workers employed in the construction, reconstruction, major renovation or painting of any public works. Copies of these rates must be incorporated into all bid specifications when the advertisement for a public works contract is issued. A provision that prevailing wage rates be paid must also be put in the contract. The rates in effect at the time the bid specifications are first advertised are those that apply for the duration of the project, with one exception; if during the bidding process the prevailing wage rates change, the public contracting agency has the option of amending the bid specifications to reflect such changes.

Several changes were made in the law by the 1995 Legislature (see page 6).

If you identify any errors in the rates published, please bring them to the attention of the Prevailing Wage Rate Coordinator in Portland (731-4074). If you have any questions about the manner in which the prevailing wage rates are enforced, contact the Wage and Hour Division in Portland (731-4074).



JACK ROBERTS
Commissioner

Bureau of Labor and Industries

PORTLAND
800 NE Oregon St. # 32
Portland, OR 97232
(503) 731-4200
FAX (503) 731-4069

EUGENE
165 E 7th Street, Suite 220
Eugene, OR 97401
(541) 686-7623
FAX (541) 686-7980

PENDLETON
200 Hailey Ave., Suite 308
Pendleton, OR 97801
(541) 276-7884
FAX (541) 276-2950

BEND
1250 NE 3rd, Suite 8105
Bend, OR 97701
(541) 388-6330
FAX (541) 388-6273

MEDFORD
700 E Main, Suite 105
Medford, OR 97504
(541) 776-6270
FAX (541) 776-6284

SALEM
3865 Wolverine St. NE, E-1
Salem, OR 97310
(503) 378-2224
FAX (503) 373-7636

COOS BAY
320 Central Ave., Suite 510
Coos Bay, OR 97420
(541) 269-4575
FAX (541) 267-3194

AN EQUAL OPPORTUNITY EMPLOYER

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**Forms necessary to comply with ORS 279.348 through ORS 279.375 will be
found in the back of this booklet.**

**Contractors are encouraged to use the forms provided as master
copies, and to keep on file for prevailing wage rate projects.**

THIS INFORMATION IS AVAILABLE IN AN ALTERNATE FORMAT

ANNOUNCEMENT

The prevailing wage rates contained in this booklet generally reflect non-residential building, heavy, and highway construction rates determined for Oregon by the Secretary of Labor of the United States pursuant to the Davis-Bacon Act; certain changes have been made to better reflect prevailing practices in Oregon. Pursuant to ORS 279.348 to ORS 279.365, these rates have been adopted for use on public works contracts in Oregon. If you have specific questions regarding how rates are determined or if you would like a copy of this booklet, please contact:

Prevailing wage rate Coordinator
Bureau of Labor and Industries
Wage and Hour Division
800 NE Oregon St. # 32
Portland, OR 97232
(503)731-4074

The first copy is free. Additional copies are available for \$2.00 each.

GENERAL INFORMATION

Information in this section and in the "Commonly Asked Questions" is meant to provide a convenient reference to Oregon's Prevailing wage rate Law. It is in no way a complete statement of the laws and rules.

If you have questions about the enforcement of prevailing wage rates, please contact the Wage and Hour Division. Division offices may be reached at the following phone numbers:

Bend	388-6330	Pendleton	276-7884
Eugene	686-7623	Portland	731-4074
Medford	776-6270	Salem	378-3292

Apprentices and Trainees

Apprentices and trainees may be employed on public works projects. To qualify as an apprentice or trainee, the worker must be registered in a bona fide apprenticeship or training program of the U.S. Department of Labor, Bureau of Apprenticeship and Training (BAT) or with any State Apprenticeship and Training Agency recognized by BAT. For information call 731-4072. The apprentice or trainee is to receive all fringe benefits and a percentage of the journeyman's wage rate which is listed in this booklet. This rate may be different than the rate contained in the Apprenticeship Standards for the trade. The correct percentage shall be determined by the appropriate apprenticeship or training committee. All other workers must receive rates as published.

Zone Pay

In certain trades, the basic hourly rate of pay progressively increases based upon the distance between the job site and a designated landmark; this is commonly referred to as zone pay. To determine the hourly wage, find the correct zone based on the number of road miles the job site is from the closest designated city (based either on distance from city hall or from geographical center of the city, depending on the trade) and add the amount for that zone to the basic hourly rate. Zone pay, unlike travel pay, is the basic hourly wage upon which overtime is computed.

Bid Specifications

The specifications for every public works contract must include the current prevailing wage rates in effect at the time the specifications are first advertised. A statement incorporating the existing rates by reference will not satisfy this requirement (ORS 279.352). All contracts and all contract specifications for a public work are required to include a provision stating that the fee shall be paid to the Bureau of Labor. Sample language is included in this booklet.

GENERAL INFORMATION (CONTINUED)

Bid Specifications (Continued)

NOTE: If a public agency fails to include the prevailing wage rates in the contract specifications or fails to include in the contract the provision that prevailing wage rates must be paid, the liability for any unpaid prevailing wages shall be exclusively that of the agency. [ORS 279.356(3)]

Fringe Benefits

Payments for fringe benefits are in addition to the basic hourly rate. The term "fringe benefits" refers to payments such as:

- a) medical or hospital care; pensions on retirement or death; compensation for injuries or illness resulting from an occupational activity, or insurance to provide any of the foregoing;
- b) unemployment benefits, life insurance, disability and sickness insurance or accident insurance;
- c) vacation and holiday pay;
- d) defraying costs of apprenticeship or other similar programs; and
- e) other such bona fide benefits.

For the purpose of prevailing wage rates, fringe benefits do not include any benefits which may be required by federal, state or local law (e.g. Workers' Compensation, Unemployment Insurance, etc.).

Every contractor or subcontractor that provides for or contributes to a health and welfare plan or a pension plan must post notice describing such plans in a conspicuous and accessible place on the project. [ORS 279.350(5)] Fringe benefits may be paid to the worker in cash or to a third party administering a fringe benefit program. When an hourly rate in excess of the required prevailing base rate is paid, the amount by which the rate is exceeded may be credited toward payment of fringe benefits.

Overtime

Workers employed on a public works job for more than eight hours in a day, Saturdays, Sundays or Holidays or 40 hours in a week must be paid overtime for each additional hour so worked (ORS 279.334). Overtime is calculated at no less than one and one-half times the basic hourly rate as determined by the Commissioner (not including fringe benefits which are paid at the straight rate for every hour worked). In the computation of overtime, travel pay does not need to be included but zone pay differentials do.

Work performed on Saturday, Sunday and legal holidays must also be compensated at time and one-half. Legal holidays for purposes of prevailing wage rates include the following: 1) New Year's Day on January 1; 2) Memorial Day on the last Monday in May; 3) Independence Day on July 4; 4) Labor Day on the first Monday in September; 5) Thanksgiving Day on the fourth Thursday in November; 6) Christmas Day on December 25. If one of these days falls on Saturday or Sunday, then the legal holiday becomes the preceding Friday or the following Monday.

NOTE: Contractors who are signatory to a collective bargaining agreement may be subject to different overtime requirements [ORS 279.334(3)].

Certification of Payroll

The law requires every contractor and subcontractor to file certain information on wages paid to each worker employed on a public works contract. This statement must completely and accurately reflect payroll records for the work week immediately preceding the submission. A contractor or subcontractor must complete and submit the certified statement contained on Form WH-38 as well as the information required on the weekly payroll. A Form WH-38 and instructions for completing it are included in this booklet. The schedule for submitting payroll information is as follows: Once within 15 days of the date the contractor or subcontractor first began work on the project; once before the final inspection of the project by the public contracting agency; in addition, for projects exceeding 90 days, submissions are to be made at 90-day intervals. When work on a project starts and finishes in 15 days or less, the contractor or subcontractor which performed the work shall submit a payroll and certified statement form which accurately and completely sets out the payroll for all the work performed on the project. Payroll information is to be filed with the public contracting agency. The payroll information must be kept by the contractor and/or subcontractor for three years.

COMMONLY ASKED QUESTIONS

1) What are "prevailing wage rates?"

A prevailing wage rate is the minimum wage, including fringe benefits, to be paid workers employed on contracts for public works. Different rates are established for specific trades and specific geographical areas.

2) Who must be paid "prevailing wage rates?"

All employees of a contractor or subcontractor engaged on a public works project when the total price of the project is \$25,000 or more must receive at least the prevailing wage rate (PWR) for time worked on the project, unless otherwise exempt.

Office/clerical employees and supervisory employees who are supervisory only and do not perform any hands-on labor are not required to be paid the PWR. A person who owns and operates his/her own truck on construction projects (Owner/Operator) is not required to be paid the PWR. This does not include owner-operators of any other type of equipment such as bulldozers, scrapers, backhoes, cranes, drilling rigs, or welding machines.

3) What about contracts when Federal funds are used?

When more than \$2,000 of federal funds are involved, the contract is usually subject to the provisions of the federal Davis-Bacon Act, not Oregon PWR statutes. (Further information may be obtained from the U.S. Department of Labor, Wage and Hour Division, Portland, Oregon (326-3057).) In the event that federal funds are involved, but the contract is not regulated under the Davis-Bacon Act, Oregon's prevailing wage rate statutes may apply (ORS 279.348 - 279.365). Oregon statutes pertaining to overtime requirements apply on both state and federally regulated contracts. (ORS 279.334).

4) I don't have a pension fund. How do I calculate fringe benefits?

Workers must receive at a minimum the sum of the basic hourly rate plus all fringe benefits for each hour worked on a public works contract. Fringe benefits may be paid either to a third party trust account or in cash directly to the worker.

5) My employees receive health benefits. Do I get credit for the health benefit when I prepare my payroll on a public works project?

Yes. Any expenditures an employer makes for bona fide employee benefits can be charged against the fringe benefit payments designated in the prevailing wage rate booklet. To learn how to compute the correct hourly charge, call the Wage and Hour Division (503) 731-4074.

6) What if the employees are not paid on an hourly basis?

All workers must receive at least the basic hourly rate of wage and fringe benefits for each hour worked on the project. If an employee is paid other than on an hourly basis, the equivalent hourly rate (for both wages and fringe benefits) must still be at least equal to the rates published.

7) How do I classify workers?

Virtually all of the job classifications/trades normally used in the non-residential construction industry are represented by the job classifications used in this PWR publication. These classification titles should be used according to common practice. Try to fit your workers into existing classifications. If you need residential construction rates, or if you have questions about how to classify workers, contact the Prevailing Wage Rate Coordinator at (503) 731-4074.

Laborers who do basic work requiring no specific skills, training, or knowledge are generally classified as Group 1 Laborers. (Note that Landscapers are classified as Laborers, and Ornamental Ironworkers are classified as Ironworkers.)

COMMONLY ASKED QUESTIONS (Continued)

8) When are new rates determined? How long are they effective?

Prevailing wage rates are determined once each year by the Commissioner of the Bureau of Labor and Industries. The Commissioner may amend the rates at any time. The rates are usually amended at least once each year. The rates in effect at the time the bid specifications are first advertised are those that apply for the duration of the contract, with one exception. If during the bidding process the prevailing wage rate changes, the public contracting agency (not the contractor) has the option of amending the bid specifications to reflect such change.

9) How do I post prevailing wage rates?

Every contractor or subcontractor employing workers on a public works project is required to post the applicable prevailing wage rates in a conspicuous and accessible place in or about the work-site. Rates need to be posted for the duration of the job. Contractors and subcontractors who intentionally fail to post the PWR can be made ineligible to receive any public works contract for up to three years.

10) What can I do about a contractor who is not complying with Oregon's PWR law?

File a complaint with the nearest office of the Oregon Bureau of Labor and Industries or contact the Wage and Hour Division, Bureau of Labor and Industries, 800 NE Oregon St. # 32, Portland, Oregon 97232 (503) 731-4074. Other Bureau offices are located in Bend (541) 388-6330, Coos Bay (541) 269-4575, Eugene (541) 686-7623, Medford (541) 776-6270, Pendleton (541) 276-7884 and Salem, (503) 378-3292. You may also complain to the contracting agency, which has the contractual authority to pay PWR claims directly to a contractor's or subcontractor's workers (ORS 279.314).

11) What happens to contractors who do not comply with PWR statutes?

Contractors and subcontractors who pay less than the prevailing wage rates may be liable to the workers affected for the amount found due, plus an equal amount as liquidated damages (ORS 279.356). Also, the law now provides for a civil penalty of up to \$5,000 for any violations of the prevailing wage rate laws, including ORS 279.348 to 279.365 and the prevailing wage rate administrative rules pursuant to those statutes. Contracting agencies have the contractual authority to withhold payments due or to be due to the contractor or subcontractor in order to pay the unpaid prevailing wages directly to the worker (ORS 279.314).

Contractors and subcontractors who intentionally refuse to pay the prevailing wage rate to workers employed on public works or to post the PWR on the job site may be determined to be ineligible to receive any public works contracts for a period of up to three years (ORS 279.361). Workers employed by the contractor or subcontractors have a right of action against the surety of the prime contractor for any unpaid prevailing wages.

A list is kept of all contractors, subcontractors, and other persons ineligible to receive public works contracts and subcontracts. When a contractor or subcontractor is a corporation, the individual officers and agents of the corporation can be debarred in addition to the corporation. As a result, individuals who intentionally fail to pay or post the PWR are prevented from simply moving from one corporation to another.

In addition, ORS 279.073, provides that any person that loses a competitive bid for a construction contract may bring an action for damages against the person who is awarded the contract, if the losing bidder can establish that the winner has knowingly violated any one of several laws, including the requirement to pay prevailing wage rates while performing work under the contract. The losing bidder is entitled to recover, as liquidated damages, 10% of the losing bid amount, or \$5,000, whichever is greater, plus reasonable attorney fees.

12) How much do I pay apprentices?

To qualify as an apprentice, the worker must be registered in a bona fide apprenticeship program of the U.S. Department of Labor, Bureau of Apprenticeship and Training (BAT) or with any State Apprenticeship Agency recognized by BAT. For information call (503) 731-4072. The apprentice is to receive all fringe benefits and a percentage of the journeyman's wage rate as listed in this booklet. This rate may be different than the rate contained in the Apprenticeship Standards for the trade. The correct percentage shall be determined by the appropriate apprenticeship committee. All other workers receive rates as published.

COMMONLY ASKED QUESTIONS (Continued)

13) What records must I keep? For how long?

Contractors and subcontractors are required to keep records necessary for determining if prevailing wage rates were paid. These records must include the Payroll and Certified Statement Form (WH-38) as well as the following: The name and address of each employee; the work classification(s) of each employee; the rate(s) of wages and fringe benefits paid to each employee; the rate(s) of fringe benefit payments made in lieu of those required to be provided to each employee; total daily and weekly compensation paid to each employee; daily and weekly hours worked by each employee; apprenticeship and training agreements; any payroll and other such records pertaining to the employment of employees upon a public works contract.

Administrative rules on prevailing wage rates require that these records be kept for a period of three (3) years from the completion of the public work contract. Other legal considerations may require retention of records for a period greater than 3 years. Records relating to public works contracts must be maintained separately from records relating to private projects/contracts.

14) What forms are public agencies required to file with the Bureau of Labor and Industries?

Public agencies are required to prepare and file a list of every public improvement that the agency intends to fund during the subsequent budget period with the Commissioner of the Bureau of Labor and Industries (ORS 279.023[2]). If, after the original filing, the agency plans additional public improvements, a revised list is to be submitted (OAR 839-16-008[2]).

The "Notice of Award of Public Works Contract" is to be filed with the Wage and Hour Division within 30 days of the date when a contract is awarded which requires the payment of prevailing wage rates (i.e., is regulated under ORS 279.348 to 279.365). Civil Penalties may be assessed for failure to file this Notice.

Copies of the "Planned Public Improvement Summary" (Form No. WH-118); the "Capital Improvement Project Cost Comparison Estimate" (WH-119), and the "Notice of Award of Public Works Contract" (WH-81) can be found at the back of this booklet.

15) Does a contracting agency have any power to enforce payment of prevailing wage rates on its public works projects?

Yes. According to ORS 279.314, all public contracts for work or services must contain a clause or condition permitting the contracting agency to pay a worker's past due wage claim, charging the payment against funds due or to become due to the contractor.



The 1995 Legislature made substantial changes to Oregon's prevailing wage rate law. The changes affect most public agencies which award contracts for public works projects and the contractors working on those projects. A synopsis of these changes is given below.

- The threshold for PWR projects is increased from \$10,000 to \$25,000.
- Contractors receiving public works contracts must pay a fee equal to one-tenth of one percent of the total contract price of the project.
- All contracts and contract specifications must contain a provision stating that the fee shall be paid to the Bureau. (See page 6a)
- Contractors are no longer required to send copies of the certified payroll statements to the Bureau.
- Public contracting agencies may not divide projects to avoid compliance with the PWR law.
- Civil penalties of up to \$5,000 may now be assessed for any violation of the PWR law or the administrative rules.

**FOR MORE INFORMATION CONCERNING THESE CHANGES, CALL THE PREVAILING WAGE RATE
COORDINATOR AT (503) 731-4074, EXT. 250.**

**WE HAVE ATTEMPTED TO MAKE ALL RATE CHANGES NOTICEABLE BY
PRINTING THEM IN BOLD TYPE.**

**ALL CONTRACTS AND CONTRACT SPECIFICATIONS MUST CONTAIN A
PROVISION STATING THAT THE FEE SHALL BE PAID TO THE BUREAU**

Examples of language satisfying ORS 279.352(2)

***Contract Specifications:**

-The contractor is required to pay a fee to the Bureau of Labor and Industries pursuant to the provisions of ORS 279.352(2). The fee is one-tenth of one percent of the price of this contract, but not less than \$100 nor more than \$5,000, regardless of the contract price.

***Contract:**

-The contractor shall pay a fee equal to one-tenth of one percent (.001) of the price of this contract. The fee shall be paid on or before the first progress payment or 60 days from the date work first began on the contract, whichever comes first. The fee is payable to the Bureau of Labor and Industries and shall be mailed or otherwise delivered to the Bureau at the following address:

Bureau of Labor and Industries
Wage and Hour Division
Prevailing Wage Unit
800 N.E. Oregon St., #32
Portland, OR 97232

**OREGON DETERMINATION 96-04 CONSTRUCTION TYPE: HEAVY-ENTIRE STATE, HIGHWAY-ENTIRE STATE.
NON-RESIDENTIAL BLDG. EXCLUDES COOS, CURRY,
DOUGLAS & JOSEPHINE COUNTIES**

TRADE	BASIC HOURLY RATE	FRINGE BENEFITS	TRADE	BASIC HOURLY RATE	FRINGE BENEFITS
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ASBESTOS WORKERS

Installation of insulation on mechanical systems for Thermal and Acoustical purposes, also the installation of fire stop penetrations on Electrical and Mechanical Systems.

Journeyman Asbestos Worker 22.82 6.21

Removal of regulated material on mechanical systems* which are not going to be scrapped.**

o Hazardous Materials Handler Mechanic (in any type of project regardless of value) 14.25 3.35

* Mechanical systems include pipes, boilers, ducts, flues, breaching, grease ducts and acid ducts. This also includes all labor connected with the handling and distribution of materials for these systems.

** The removal of all regulated materials from mechanical systems is exclusively the work of Hazardous Materials Handlers, unless the mechanical systems are going to be scrapped. Laborers do all removal of regulated materials on mechanical systems to be scrapped and any non mechanical (walls, ceilings, floors, beams etc.) insulation. They also do loading of any regulated material after it has been removed, bagged and tagged, as well as cleanup at the removal site and all work done at the disposal site. Persons performing the removal of regulated materials are classified as Group 3 Laborers.

NOTE: Regulated materials are those materials that are regulated for the purpose of protecting the environment or for personal protection by either E.P.A., O.S.H.A., DEQ or Federal O.S.H.A.

BOILERMAKERS 23.57 8.76

BRICKLAYERS/STONEMASONS

Area 1 23.36 6.21
(add \$0.75 per hour to Fringe for Refractory repair work.)

Area 2 21.17 5.78
(add \$0.75 per hour to Fringe for Refractory repair work.)

Area 1

Baker	Hood River	Multnomah	Wallowa
Benton (a)	Lincoln (a)	Polk	Wasco (a)
Clackamas	Linn (a)	Sherman	Washington
Clatsop	Malheur (a)	Tillamook	Yamhill
Columbia	Marion	Umatilla	Gilliam
Morrow	Union		

BRICKLAYERS/STONEMASONS(Continued)

Area 2

Benton (b)	Douglas	Josephine	Linn (b)
Crook	Grant	Klamath	Malheur (b)
Coos	Harney	Lake	Wasco (b)
Curry	Jackson	Lane	Wheeler
Deschutes	Jefferson	Lincoln (b)	

a) North half
b) South half

CARPENTERS

Zone 1 (Base Rate):

o Group 1	21.62	6.52
o Group 2	21.77	6.52
o Group 3	22.12	6.52
o Group 4	22.27	6.52
o Group 5	22.12	6.52
o Group 6	22.27	6.52
o Group 7	22.62	6.52

**Zone Differential for Carpenters
(Add to Zone 1 Rate)**

Zone 2	.85
Zone 3	1.25
Zone 4	1.70
Zone 5	2.00
Zone 6	3.00

Zone 1: Projects within 30 miles of City Hall in the Cities listed below.
Zone 2: More than 30 miles but less than 40 miles.
Zone 3: More than 40 miles but less than 50 miles.
Zone 4: More than 50 miles but less than 60 miles.
Zone 5: More than 60 miles but less than 70 miles.
Zone 6: More than 70 miles.

Reference cities for Group 1 and 2 Carpenters

Albany	Eugene	Longview	Portland
Astoria	Goldendale	Madras	Port Orford
Baker	Grants Pass	Medford	Reedsport
Bend	Hermiston	McMinnville	Roseburg
Brookings	Hood River	Newport	Salem
Burns	Klamath Falls	Oregon City	The Dalles
Coos Bay	LaGrande	Ontario	Tillamook
Corvallis	Lakeview	Pendleton	Vancouver

Zones for Groups 3 and 4 Carpenters are determined by the distance between the project site and either
1) the worker's residence; or
2) City Hall of a reference city
for the appropriate group shown, whichever is closer.

Reference Cities for Group 3 and 4 Carpenters

Eugene	Medford	Portland	Vancouver
Longview	North Bend	The Dalles	

**OREGON DETERMINATION 96-04 CONSTRUCTION TYPE: HEAVY-ENTIRE STATE, HIGHWAY-ENTIRE STATE.
NON-RESIDENTIAL BLDG. EXCLUDES COOS, CURRY,
DOUGLAS & JOSEPHINE COUNTIES**

TRADE	BASIC HOURLY RATE	FRINGE BENEFITS	TRADE	BASIC HOURLY RATE	FRINGE BENEFITS
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CARPENTERS (Continued)

Zones for Groups 5, 6 and 7 Carpenters are determined as follows:

1. For those workers who reside within zone 1 of a reference city below, their zone pay differential shall be computed based upon the distance from the city hall of that city to the project site.
2. For those workers who reside nearer to the project than is the city hall of any reference city below, the mileage from their residence to the project may be used in computing their zone pay differential.
3. The zone pay differential for all other projects shall be computed from the city hall of Longview, North Bend, or Portland, whichever is closer to the project.

Reference Cities for Groups 5, 6 and 7

Astoria	Eugene	Newport	Salem
Bend	Klamath Falls	Portland	The Dalles
North Bend	Medford	Roseburg	Longview

Group 1

Auto. Nailing Machine
Carpenters
Form Stripper
Manhole Builders
Non-irritating Ins.
Cabinet & Shelving
Installers (wood or steel)

Group 3

Millwrights
Machine Erectors
Machinists

Group 5

Bridge, Dock & Wharf
Builders
Piledrivermen

Group 7

Marine Piledriver

Group 2

Floor Layers & Finishers
Stationary Power Saw
Operators
Wall & Ceiling Insulators
Irritating Insulation

Group 4

Millwright/Welders
(Certified Welders receive
\$0.25/hour over Group 3)

Group 6

Boom Men

CEMENT MASONS

Zone 1 (Base Rate):

o Group 1	18.64	8.62
o Group 2	19.01	8.62
o Group 3	19.01	8.62
o Group 4	19.39	8.62

CEMENT MASONS (Continued)

Group 1 Cement Masons, finishing, hand chipping and patching grouting, end pointing, screed setting, plugging, filling bolt holes, dry packing, setting curb forms, planks, stakes, lines and grades.

Group 2 Composition Workers (includes installation of epoxy & other resinous toppings), and Power Machine Operators.

Group 3 Cement masons working on suspended, swinging and/or hanging scaffold.

Group 4 Cement Masons performing work of both Group 2 and Group 3 at the same time.

Zone Differential for Cement Masons
(Add to Zone 1 Rate)

Zone 2	.65
Zone 3	1.15
Zone 4	1.70
Zone 5	2.75

Zone 1: Projects within 30 miles of City Hall in the cities listed below.

Zone 2: More than 30 miles but less than 40 miles.

Zone 3: More than 40 miles but less than 50 miles.

Zone 4: More than 50 miles but less than 80 miles.

Zone 5: More than 80 miles.

Cities

Bend	Eugene	Medford	Salem	Vancouver
Corvallis	Longview	Portland	The Dalles	

DIVERS & DIVERS' TENDERS

o Divers	52.34	6.52
o Divers' Tenders	23.83	6.52

Depth Pay and Enclosure Pay are added to the Divers' Basic Hourly Rate to obtain the Total Hourly Rate for the diver.

BASIC HOURLY RATE	HOURLY + DEPTH PAY	HOURLY + ENCLOSURE PAY	DIVERS' TOTAL HOURLY PAY
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o Divers' Depth Pay

Depth of Dive

Hourly Depth Pay

50-100 ft	[(total ft- 50) x \$1.00]/hr.
100-150 ft	\$ 50 + [(total ft-100) x \$1.50]/hr.
150-200 ft	\$125 + [(total ft-150) x \$2.00]/hr.

TRADE	BASIC HOURLY RATE	FRINGE BENEFITS	TRADE	BASIC HOURLY RATE	FRINGE BENEFITS
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DIVERS & DIVERS' TENDERS (Continued)

o Divers' Enclosure Pay (working without vertical escape)

Distance Travelled
In the Enclosure

Hourly Enclosure Pay

5 - 50 ft	\$.50/hr
50 - 100 ft	\$.63/hr
100 - 150 ft	\$ 2.13/hr
150 - 200 ft	\$ 4.63/hr
200 - 300 ft	\$ 4.63 + ((total ft-200)x \$.05)/hr
300 - 450 ft	\$ 9.63 + ((total ft-300)x \$.10)/hr
450 - 600 ft	\$24.63 + ((total ft-450)x \$.20)/hr

DREDGING

Zone 1 (Base Rate):

o Leverman (Hydraulic, Dipper, Floating Clamshell)	24.92	6.55
o Asst. Engineer (including: Watch Engineer, Welder, Mechanic, Machinist)	24.15	6.55
o Tenderman (Boatman, Attending Dredge Plant); Fireman	23.58	6.55
o Fill Equipment Operator	23.07	6.55
o Assistant Mate (Deckhand); Oiler	21.51	6.55

Zone Differential for Dredging (Add to Zone 1 Rate)

Zone 2	1.50
Zone 3	1.90
Zone 4	2.40
Zone 5	3.00

Zone 1: Center of job site not more than 15 miles from the City Hall of Portland

Zone 2: More than 15 miles but not more than 30

Zone 3: More than 30 miles but not more than 50

Zone 4: More than 50 miles but not more than 70

Zone 5: More than 70 miles.

DRYWALL/WETWALL

o Drywall (Accoustical and Drywall Applicator)	20.08	7.57
o Wetwall (Lather)	19.01	8.64

ELECTRICIANS

Area 1:

o Electricians	20.40	4.75
o Cable Splicers	22.44	4.84

Area 2:

o Electricians	23.20	7.78
o Cable Splicers	24.36	7.81

Area 3:

22.35	7.82
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ELECTRICIANS (Continued)

Area 4:

o Electricians	25.10	6.66
o Cable Splicers	27.61	6.73

Area 5:

o Electricians	24.50	8.39
o Cable Splicers	25.25	8.41

Area 6:

o Electricians	22.30	7.05
o Cable Splicers	22.30	7.05

Area 1

Malheur
Gilliam
Grant
Morrow

Area 2

Baker
Union
Wallowa
Wheeler

Area 2(cont)

Umatilla
Curry
Lincoln
Douglas (a)
Lane (a)

Area 3

Coos

Area 4

Benton
Crook
Deschutes
Jefferson
Lane (b)
Linn
Marion
Polk
Yamhill(c)

Area 5

Clackamas
Clatsop
Columbia
Hood River
Multnomah
Sherman
Tillamook
Wasco

Area 5(cont)

Washington
Yamhill (d)

Area 6

Harney
Jackson
Josephine
Klamath
Lake
Douglas (b)

a) Those portions lying west of a line running North and South from the NE corner of Coos County to the SE corner of Lincoln County

b) That portion lying east of a line running North and South from the NE corner of Coos County to the SE corner of Lincoln County

c) South half

d) North half

ELEVATOR CONSTRUCTORS

Area 1

o Mechanic	25.28	6.81 + a
o Helper	17.69	6.61 + a
o Probationary Helper	12.64	.34

Area 2

o Mechanic	26.87	6.84 + a
o Helper	18.81	6.63 + a
o Probationary Helper	13.44	.36

a) Plus 8% of basic hourly rate for employees with more than 5 years of service; 6% of basic hourly rate for 6 months to 5 years of service.

OREGON DETERMINATION 96-04 CONSTRUCTION TYPE: HEAVY-ENTIRE STATE, HIGHWAY-ENTIRE STATE, NON-RESIDENTIAL BLDG. EXCLUDES COOS, CURRY, DOUGLAS & JOSEPHINE COUNTIES					
TRADE	BASIC HOURLY RATE	FRINGE BENEFITS	TRADE	BASIC HOURLY RATE	FRINGE BENEFITS

ELEVATOR CONSTRUCTORS (Continued)

<u>Area 1</u>	<u>Area 2</u>
Umatilla Wallowa Union Baker	All Remaining Counties

GLAZIERS

Area 1	22.12	4.64
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(Add \$1.00 to base rate if safety belt is required by State safety regulations)
(Add \$4.00 to base rate for work done from a non-motorized single-man bosun chair).

Area 2	14.66	4.49
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(Add \$0.50 to base rate if working at over 35 feet of free fall in height)

<u>Area 1</u>	<u>Area 2</u>
All Counties except Malheur	Malheur

<u>HIGHWAY / PARKING STRIPERS</u>	19.83	3.51
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<u>IRONWORKERS</u>	20.85	9.77
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- o Structural, Reinforcing, Ornamental, Riggers, Fence Erectors, Signal Men

LABORERS

Zone 1 (Base Rate):

o Group 1	17.09	7.05
o Group 2	17.44	7.05
o Group 3	17.74	7.05
o Group 4	17.99	7.05
o Group 5	15.50	7.05

Note: A Hazardous Waste Removal Differential must be added to the base rate if work is performed inside the boundary of a Federally Designated Hazardous Waste Site. A Group 1 base rate is used for General Laborer on such a site. For further information on this, call the Prevailing Wage Rate Coordinator at 731-4074.

Zone Differential for Laborers (Add to Zone 1 Rate)

Zone 2	.65
Zone 3	1.15
Zone 4	1.70
Zone 5	2.75

LABORERS (Continued)

- Zone 1: Projects within 30 miles of City Hall in the Cities listed below.
- Zone 2: More than 30 miles but less than 40 miles.
- Zone 3: More than 40 miles but less than 50 miles.
- Zone 4: More than 50 miles but less than 80 miles.
- Zone 5: More than 80 miles.

Reference Cities

Albany	Eugene	Longview	Portland
Astoria	Goldendale	Madras	Port Orford
Baker	Grants Pass	Medford	Reedsport
Bend	Hermiston	McMinnville	Roseburg
Brookings	Hood River	Newport	Salem
Burns	Klamath Falls	Oregon City	The Dalles
Coos Bay	LaGrande	Ontario	Tillamook
Corvallis	Lakeview	Pendleton	Vancouver

Group 1

Asphalt Plant Laborers	Guardrail, Median
Asphalt Spreaders	Rail (c)
Batch Weighman	Landscape or Planting
Broomers	Laborer
Brush Burners/Cutters	Leverman or Aggregate
Carpenter Tender	Spreader (d)
Car & Truck Loaders	Loading Spotter
Change-House Man	Material Yard Man (e)
Chipper Operator (a)	Powderman Assistant
Choke Setter	Railroad Track Laborers
Clean-up Laborers ***	Ribbon Setters (f)
Concrete Laborers	Rip Rap Man (Hand Placed)
Curing, concrete	Road Pump Tender and moving
Demolition, wrecking	Sewer Laborer
(industrial) ***	Signalman
Driller Assistant	Skipman
Dry-shack Man	Slopers
Dumpers, road oiling	Sprayman
crew	Stake Chaser
Dumpmen for grading	Stockpiler
crew	Tie Back Shoring
Elevator Feeders	Timber Faller/Bucker
Fence Builder	(Hand Labor)
Fine Graders	Toolroom Man (Job Site)
Fire Watch	Tunnel Bull Gang
Form Strippers (b)	(Above Ground)
General Laborer ***	Weight-Man-Crusher (g)

- a) Pittsburg or similar types
- b) Not swinging stages
- c) Reference Post, Guide Post, or Right-of Way Marker
- d) Flaherty, and similar types
- e) Including electrical
- f) Including steel forms
- g) Aggregate when used

*** Laborers can tear off roofs, clean up or handle roofing materials only when at least one new story is added or in demolition work, where no reroofing will occur.

OREGON DETERMINATION 96-04 CONSTRUCTION TYPE: HEAVY-ENTIRE STATE, HIGHWAY-ENTIRE STATE,
NON-RESIDENTIAL BLDG. EXCLUDES COOS, CURRY,
DOUGLAS & JOSEPHINE COUNTIES

TRADE	BASIC HOURLY RATE	FRINGE BENEFITS	TRADE	BASIC HOURLY RATE	FRINGE BENEFITS
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LABORERS (Continued)

Group 2

Applicators (a)	Gunite or Sandblasting
Brush Cutters (b)	Pot Tender
Burners	Handlers/Mixers (f)
Choker Splicer	Post Hole Digger, Air,
Clary Power Spreader(c)	gas or electric
Clean up Nozzleman-	Power Tool Operators (g)
Green Cutter (d)	Sand Blasting (wet)
Concrete Power Buggyman	Stake Setter
Crusher Feeder	Tampers
Demolition/Wrecking (e)	Tunnel Muckers/Brakeman/
Grade Checker	Concrete Crew/Bull
Gunnite Nozzleman	Gang (underground)
Tender	Vibrating Screed
	Vibrators(less than 4" diam.)

- a) Including Pot Tender for same, applying protective material by hand or nozzle on utility lines or storage tanks on project
- b) Power saw
- c) And similar types of spreaders
- d) Concrete, rock, etc.
- e) Charred Materials
- f) Of all materials of an irritating nature including cement and lime
- g) Includes, but not limited to: Dry Pack Machine, Jackhammer, Chipping Guns, Paving Breakers

Group 3

Asbestos Removal	Powdermen
Bit Grinder	Power Saw Operators (d)
Concrete Saw Operator	Pumpcrete Nozzleman
Drill Doctor	Sand Blasting (dry)
Drill Operators (a)	Pipe Layers of all Types
Gunite Nozzleman	Sewer Timberman
High Scalers,	Track Liners (e)
Strippers, Drillers(b)	Tugger Operator
Laser Beam (c)	Tunnel-Chuck Tenders
Manhole Builder	Vibrator (4" and larger)
Nippers & Timbermen	Water Blaster
Nuclear Plant Worker -	Welder
Lead Shield	

- a) Air Tracks, Cat Drills, Wagon Drills, Rubber-mounted drills, and other similar types
- b) Covers work in Swinging Stages, chairs or belts, under extreme conditions unusual to normal drilling, blasting, barring-down, or sloping and stripping
- c) Pipe laying, applicable when employee assigned to move, set up, align Laser Beam.
- d) Bucking and falling
- e) Anchor Machines, Ballast Regulators, Multiple Tampers, Power Jacks

LABORERS (Continued)

Group 4

Asphalt Rakers
Laser Beam (Tunnel), applicable when employee assigned to move, set-up, align laser beam
Motorman - Dinky Locomotive
Shield Operator
Tunnel Miners
Tunnel Powderman

Group 5

Clean-up Laborers (building only)***
Demolition, Wrecking, & Moving (building only)***
Flagger

*** Laborers can tear off roofs, clean up or handle roofing materials only when at least one new story is added or in demolition work, where no reroofing will occur.

LIMITED ENERGY ELECTRICIANS

May only be used for electrical work not exceeding 100 va in Class II and III installations (as defined in Article 725 of the National Electrical Code):

Area 1	20.05	5.55
Area 2	20.05	5.55
Area 3	16.11	4.13
Area 4	16.11	4.13
Area 5	16.11	4.13
Area 6	16.11	4.13
Area 7	16.11	4.13
Area 8	16.11	4.13
Area 9	20.05	5.55
Area 10	16.11	4.13
Area 11	16.11	4.13
Area 12	20.05	5.55
Area 13	20.05	5.55
Area 14	20.05	5.55

Area 1	Clatsop, Columbia, Tillamook
Area 2	Clackamas, Multnomah, Washington, Yamhill (north half)
Area 3	Marion, Polk, Yamhill (south half)
Area 4	Benton, Lincoln, Linn
Area 5	Lane
Area 6	Douglas
Area 7	Coos, Curry
Area 8	Jackson, Josephine
Area 9	Hood River, Sherman, Wasco
Area 10	Crook, Deschutes, Jefferson
Area 11	Klamath, Lake, Harney
Area 12	Gilliam, Grant, Morrow, Umatilla, Wheeler
Area 13	Baker, Union, Wallowa
Area 14	Malheur

OREGON DETERMINATION 96-04 CONSTRUCTION TYPE:			HEAVY-ENTIRE STATE, HIGHWAY-ENTIRE STATE. NON-RESIDENTIAL BLDG. EXCLUDES COOS, CURRY, DOUGLAS & JOSEPHINE COUNTIES		
TRADE	BASIC HOURLY RATE	FRINGE BENEFITS	TRADE	BASIC HOURLY RATE	FRINGE BENEFITS

LINE CONSTRUCTION

Area 1:

o Group 1	26.37	6.17
o Group 2	23.81	6.08
o Group 3	18.52	4.90
o Group 4	20.54	4.97
o Group 5	17.97	4.88
o Group 6	16.89	4.84

Area 2:

o Cable Splicers	23.38	5.24
o Journeyman Lineman	21.20	5.16
o Line Equip. Mech. (Right-of-way)	17.98	5.01
o Line Equip. Oper.	17.98	5.01
o Groundman	13.15	4.80

Area 1 All counties except Malheur County
Area 2 Malheur County

Group 1

Cable Splicers
Leadman Pole Sprayer

Group 2

Certified Lineman Welder
Heavy Line Equipment Man
Lineman
Pole Sprayer

Group 3

Tree Trimmer

Group 4

Line Equipment Man

Group 5

Head Groundman
Jackhammer Man
Powderman

Group 6

Groundman

MARBLE SETTERS (Includes Granite)

Area 1	24.36	6.21
Area 2	22.17	5.78

Area 1

Baker	Hood River	Multnomah	Wallowa
Benton (a)	Lincoln (a)	Polk	Wasco (a)
Clackamas	Linn (a)	Sherman	Washington
Clatsop	Malheur (a)	Tillamook	Yamhill
Columbia	Marion	Umatilla	
Gilliam	Morrow	Union	

Area 2

Benton (b)	Douglas	Josephine	Linn (b)
Crook	Grant	Klamath	Malheur (b)
Coos	Harney	Lake	Wasco (b)
Curry	Jackson	Lane	Wheeler
Deschutes	Jefferson	Lincoln (b)	

a) North half
b) South half

PAINTERS & DRYWALL TAPERS

Area 1

o Painters & Drywall Tapers	12.95	2.68
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Area 2

o Brush Painting	17.84	3.08
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(Add \$0.60 to base rate for spray,
sandblasting, other pressure blasting
over 3000 psi, and steam cleaning.)
(Add \$0.50 to base rate for work over
60 ft high on swing stage, mechanical
climber, spider, or bucket truck.)

o Drywall Tapers	22.45	4.33
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Area 1

Malheur County

Area 2

Remaining Counties

PLASTERERS

o Nozzleman	22.76	5.79
o Swinging scaffold	21.76	5.79
o all other work	21.26	5.79

PLUMBERS & STEAMFITTERS/PIPEFITTERS

Area 1 (Both)	21.62	5.94
Area 2 (Both)	25.50	8.65
Area 3 (Both)	25.00	7.45

Area 1

Baker
Harney (a)
Malheur
Wallowa
Union

Area 2

Grant (b)
Morrow
Umatilla

Area 3

All remaining
counties

a) Except Northwest Portion
b) Except Southwest Corner

POWER EQUIPMENT OPERATORS

Zone 1 (Base Rate):

o Group 1	22.96	7.15
o Group 2	22.55	7.15
o Group 3	21.85	7.15
o Group 4	21.38	7.15
o Group 5	20.82	7.15
o Group 6	19.13	7.15

Note: A Hazardous Waste Removal Differential must be
added to the base rate if work is performed inside the
boundary of a Federally Designated Hazardous Waste Site.
For further information on this, call the Prevailing Wage
Rate Coordinator at 731-4074.

TRADE	BASIC HOURLY RATE	FRINGE BENEFITS	TRADE	BASIC HOURLY RATE	FRINGE BENEFITS
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POWER EQUIPMENT OPERATORS (Continued)

ZONE RATES
(Add to Zone 1 Rate)

Zone 2 1.50
Zone 3 3.00

ZONE DESCRIPTIONS

Portland to Salem Metropolitan Area

Zone 1:
Projects within the boundary of a region described as follows: Those portions of Multnomah, Clackamas, and Marion Counties which are West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22. Also those portions of Washington County East of Highway 47, and of Yamhill County East of Highway 47 and Highway 99W.

Zone 2:
Projects outside of any Zone 1, but less than 50 miles from the Portland city hall.

Zone 3:
Projects outside of any Zone 1 or 2, and more than 50 miles from the Portland city hall.

Albany, Eugene, Roseburg, Grants Pass, Medford

Zone 1:
Projects within 30 miles of the City Hall of the above cities.

Zone 2:
Projects outside of any Zone 1 and more than 30 miles but less than 50 miles from the city hall.

Zone 3:
Projects outside of any Zone 1 or 2, and more than 50 miles from the city hall.

Longview, Coos Bay, Klamath Falls, Bend

Zone 1:
Projects within 20 miles of the City Hall of the above cities.

Zone 2:
Projects outside of any Zone 1, and more than 20 but less than 40 miles from the city hall.

Zone 3:
Projects outside of any Zone 1 or 2, and more than 40 miles from the city hall.

POWER EQUIPMENT OPERATORS (Continued)

Astoria, The Dalles, Pendleton, LaGrande, Baker, Ontario, McMinnville

Zone 1 :
Projects within 5 miles of the city hall of the above cities.

Zone 2:
No Zone 2 for these cities.

Zone 3:
Projects outside of any Zone 1 or 2, and more than 5 miles from the city hall.

ASPHALT

6 Plant Oiler
6 Plant Fireman
6 Pugmill Operator (any type)
6 Truck mounted asphalt spreader, with screed
4 Screed Operator
5 Extrusion Machine Operator
2 Asphalt Plant Operator (any type)
4 Asphalt Paver Operator
5 Roller Operator (any asphalt mix)
4 Diesel-Electric Engineer, Plant
5 Asphalt Burner and Reconditioner Operator
anytype), 84
4 Roto-Mill, pavement profiler operator, under 6 foot lateral cut
5 Roto-Mill, pavement profiler, ground man
2 Roto-Mill, pavement profiler operator, 6 foot lateral cut and over

BLADE

6 Blade Operator, pulled type
4 Blade Operator
4 Blade Operator, Finish
4 Blade Operator, externally controlled by electronic, mechanical hydraulic means
4 Blade Operator, multi-engine
2 Auto Grader or "Trimmer" Operator

BULLDOZERS

4 Bulldozer Operator
4 Drill Cat Operator
4 Side-Boom Operator
2 Tandem bulldozer operator (quadnine and similar type, D-11)
4 Bulldozer Operator, twin engine (TC 12 and similar type, D-10)
4 Cable-Plow Operator (any type)

CLEARING

4 Log Skidder Operator
4 Chipper Operator
4 Incinerator Operator
4 Stump Splitter Operator
4 Faller/Buncher Operator

TRADE	BASIC HOURLY RATE	FRINGE BENEFITS	TRADE	BASIC HOURLY RATE	FRINGE BENEFITS
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POWER EQUIPMENT OPERATORS (Continued)

COMPRESSORS

- 6 Compressor Operator (any power), under 1,250 cu. ft. total capacity
- 5 Compressor Operator (any power), over 1,250 cu. ft. capacity)

COMPACTORS - Self-Propelled

- 5 Compactor Operator, including vibratory
- 5 Wagner Patcor Operator or similar type (without blade)
- 4 Compactor Operator, with blade
- 4 Compactor Operator, multi-engine

CONCRETE

- 6 Plant Oiler
- 6 Assistant Conveyor Operator
- 6 Conveyor Operator
- 6 Mixer Box Operator (C.T.B., dry batch, etc.)
- 6 Cement Hog Operator
- 6 Concrete Saw Operator
- 6 Concrete Curing Machine Operator (riding type)
- 6 Wire Mat or Brooming Machine Operator
- 5 Combination Mixer and Compressor Operator, gunite work
- 5 Concrete Batch Plant Quality Control Operator
- 5 Beltcrete Operator
- 5 Pumpcrete Operator (any type)
- 5 Pavement Grinder and/or Grooving Machine Operator (riding type)
- 4 Mixer Mobile Operator
- 5 Cement Pump Operator, Fuller-Kenyon and similar
- 5 Concrete Pump Operator
- 5 Grouting Machine Operator
- 4 Screed Operator
- 4 Concrete Cooling Machine Operator
- 5 Concrete Mixer Operator, single drum, any capacity
- 2 Batch Plant and/or Wet Mix Operator, 1 and 2 drum
- 1 Batch Plant and/or Wet Mix Operator, 3 units or more
- 5 Cast in place pipe laying machine
- 5 Maginnis Internal Full Slab Vibrator Operator
- 5 Concrete Finishing Machine Operator, Clary, Johnson, Bidwell, Burgess bridge deck or similar type
- 5 Curb Machine Operator, Mechanical Berm, Curb and/or Curb and Gutter
- 5 Concrete Joint Machine Operator
- 5 Concrete Planer Operator
- 5 Tower Mobile Operator
- 5 Power Jumbo Operator setting slip forms etc., in tunnels
- 5 Slip Form Pumps, power driven hydraulic lifting device for concrete forms
- 5 Concrete Paving Machine Operator
- 5 Concrete Finishing Machine Operator
- 5 Concrete Spreader Operator
- 4 Concrete Paving Road Mixer
- 2 Automatic Concrete Slip Form Paver Operator
- 2 Concrete Canal Line Operator
- 4 Concrete Breaker

POWER EQUIPMENT OPERATORS (Continued)

CONCRETE (Continued)

- 4 Reinforced Tank Banding Machine (K-17 or similar types)
- 2 Concrete Profiler, Diamond Head

CRANE

- 6 Oiler
- 6 Truck Crane Oiler-Driver, 25 ton capacity or over
- 6 Fireman, all equipment
- 6 A-Frame Truck Operator, single drum
- 6 Tugger or Coffin Type Hoist Operator
- 5 Helicopter Hoist Operator
- 5 Hoist Operator, single drum
- 5 Elevator Operator
- 5 A-Frame Truck Operator, double drum
- 5 Boom Truck Operator
- 4 Chicago Boom and similar types
- 4 Lift Slab Machine Operator
- 4 Boom Type lifting device, 5 ton capacity or less
- 4 Cherry Picker or similar type crane-hoist, 5 ton capacity or less
- 4 Hoist Operator, two drum
- 4 Hoist Operator, three or more drums
- 4 Derrick Operator, under 100 ton
- 4 Hoist Operator, stiff leg, guy derrick or similar type, 50 ton and over
- 4 Cableway Operator, up to 25 tons
- 4 Bridge Crane Operator, Locomotive, Gantry, Overhead
- 2 Cableway Operator, 25 tons and over
- 1 Helicopter Operators, when used in erecting work

HYDRAULIC CRANE OPERATOR

- 5 Hydraulic Boom Truck Operator, Pittman
- 4 Hydro Crane Operator, under 50 tons
- 3 Hydro Crane Operator, 50 tons through 89 tons
- 2 Hydro Crane Operator, 90 tons through 199 tons
- 1 Hydro Crane Operator, 200 tons and over

TOWER/WHIRLEY OPERATOR

- 2 Tower Crane Operator
- 2 Whirley Operator, under 90 tons
- 1 Whirley Operator, 90 tons and over

LATICE BOOM CRANE OPERATOR

- 4 Lattice Boom Crane Operator, under 50 tons
- 3 Lattice Boom Crane Operator, 50 tons through 89 tons, and less than 150 ft boom
- 2 Lattice Boom Crane Operator, 90 tons through 199 tons, and/or 150 ft -200 ft boom
- 1 Lattice Boom Crane (Operator, 200 tons and over, and/or over 200 ft boom

CRUSHER

- 6 Crusher Oiler
- 6 Crusher Feeder
- 4 Generator Operator
- 4 Diesel-Electric Engineer
- 4 Grizzly Operator
- 2 Crusher Plant Operator

TRADE	BASIC HOURLY RATE	FRINGE BENEFITS	TRADE	BASIC HOURLY RATE	FRINGE BENEFITS
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POWER EQUIPMENT OPERATORS (Continued)

DRILLING

- 6 Drill Assistant
- 6 Auger Oiler
- 5 Churn Drill and Earth Boring Machine Operator
- 4 Drill Doctor
- 4 Boring Machine Operator
- 4 Driller - Percussion, Diamond, Core, Cable, Rotary and similar type
- 4 Cat Drill (John Henry)

FLOATING EQUIPMENT

- 6 Deckhand
- 6 Boatman
- 5 Fireman
- 4 Diesel-Electric Engineer
- 4 Jack Operator, elevating barges
- 4 Barge Operator, self-unloading
- 4 Piledriver Operator (not crane type)
- 4 Floating Clamshell, etc. Operator, under 3 cu. yd. (only for construction projects - otherwise see Dredging)
- 4 Floating Crane (derrick barge) Operator, less than 30 tons
- 2 Floating Clamshell, etc. Operator, 3 cu. yd. and over (only for construction projects - otherwise see Dredging)
- 2 Floating Crane (derrick barge) Operator, 30 tons but less than 150 tons
- 1 Floating Crane, 150 tons and over

FORK LIFT

- 6 Self-Propelled Scaffolding Operator (excluding working platform)
- 6 Fork Lift or Lumber Stacker Operator
- 6 Ross Carrier Operator
- 5 Lull Hi-Lift Operator or similar type
- 5 Fork Lift, over 5 tons
- 3 Rock Hound Operator

GENERATORS

- 4 Generator Operator
- 4 Diesel-Electric Engineer

GUARDRAIL EQUIPMENT

- 6 Oiler
- 6 Auger Oiler
- 6 Oiler, combination guardrail machines
- 4 Guardrail Punch Operator (all types)
- 6 Guardrail Punch Oiler
- 4 Guardrail Auger Operator (all types)
- 4 Combination Guardrail machines, i.e. punch, auger etc.

HAZARDOUS WASTE REMOVAL

- 5 Assistant to the Engineer (Oiler)
- 4 Assistant Incinerator Control Board Operator
- 3 Incinerator Control Board Operator

POWER EQUIPMENT OPERATORS (Continued)

HEATING PLANT

- 6 Temporary Heating Plant Operator
- 4 Surface Heater and Planer Operator

HYDRAULIC HOES

- 5 Hydraulic Backhoe Operator, wheel type 3/8 cu. yd. and under with or without front end attachments 2-1/2 cu. yd. and under (Ford, John Deere, Case type)
- 4 Hydraulic Backhoe Operator, Track Type 3/8 cu. yd. (Note: Over 3/8 cu. yd. takes Shovel Classification rate)

LOADERS

- 6 Bobcat, Skid Steer (under 1 cubic yard)
- 6 Bucket Elevator Loader Operator, Barber-Greene and similar types
- 5 Loaders, rubber-tired type, 2-1/2 cu. yd. and under
- 5 Elevating Grader Operator, Tractor Towed requiring Operator or Grader
- 4 Belt Loader Operator, Kolman and Ko Cal types
- 4 Loader Operator, front end and overhead, 2-1/2 cu. yd. and under 4 cu. yd.
- 4 Elevating Loader Operator, Athey and similar types
- 4 Elevating Grader Operator, Sierra, Euclid or similar types
- 3 Loader Operator, 4 cu. yd. but less than 6 cu. yd.
- 2 Loader Operator, 6 cu. yd. and over

OILERS

- 6 Oiler
- 6 Guardrail Punch Oiler
- 6 Truck Crane Oiler-Driver, 25 ton or over
- 6 Auger Oiler
- 6 Grade Oiler, required to check grade
- 5 Service Oiler (Greaser)
- 6 Grade Checker

PILEDRIERS

Use Crane rates when driving or pulling piling)

- 4 Hammer Operator
- 4 Piledriver Operator (not crane type)

PIPE LINE - Sewer Water

- 6 Tar Pot Fireman
- 6 Tar Pot Fireman (power agitated)
- 6 Hydraulic Pipe Press Operator
- 5 Hydra Hammer or similar types
- 5 Pavement Breaker Operator
- 4 Pipe Cleaning Machine Operator
- 4 Pipe Doping Machine Operator
- 4 Pipe Bending Machine Operator
- 4 Pipe Wrapping Machine Operator
- 4 Boring Machine Operator
- 4 Back Filling Machine Operator

TRADE	BASIC HOURLY RATE	FRINGE BENEFITS	TRADE	BASIC HOURLY RATE	FRINGE BENEFITS
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POWER EQUIPMENT OPERATORS (Continued)

PUMPS

- 6 Pump Operator, any power
- 6 Hydrostatic Pump Operator
- 5 Pump Operator, more than 5 (any size)
- 5 Pot Rammer Operator

RAILROAD EQUIPMENT

- 6 Brakeman
- 6 Oiler
- 6 Switchman
- 6 Motorman
- 6 Ballast Jack Tamper Operator
- 5 Locomotive Operator
- 5 Ballast Regulator Operator
- 5 Ballast Tamper Multi-Purpose Operator
- 5 Track Liner Operator
- 5 Tie Spacer Operator
- 5 Shuttle Car Operator

REMOTE CONTROL

- 2 Remote controlled earth-moving equipment

REPAIRMEN, Heavy Duty

- 6 Parts Man (Tool Room)
- 6 H.D. Repairman Assistant
- 6 Welder's Assistant
- 4 Diesel-Electric Engineer (Plant or Floating)
- 4 Bolt Threading Machine Operator
- 4 Drill Doctor (Bit Grinder)
- 4 H.D. Mechanic
- 4 H.D. Welder
- 4 Machine Tool Operator
- 4 Combination H.D. Mechanic-Welder, when dispatched and/or when required to do both
- 4 Welder - Certified, when dispatched and/or required

RUBBER-TIRED SCRAPERS

- 4 Rubber-tired Scraper Operator, single engine, single scraper
- 4 Self-loading, paddle wheel, auger type under 15 cu. yd.
- 4 Rubber-tired Scraper Operator, twin engine
- 4 Rubber-tired Scraper Operator, with push-pull attachments
- 3 Rubber-tired Scraper Operator, with tandem scraper
- 2 Rubber-tired Scraper Operator, with tandem scrapers, multi-engine
- 4 Self-loading, paddle wheel, auger type 15 cu. yd. and over, single engine
- 3 Self-loading, paddle wheel, auger type, finish and/or 2 or more units

POWER EQUIPMENT OPERATORS (Continued)

SHOVEL, DRAGLINE, CLAMSHELL, BACKHOE, SKOOPER, ETC., OPERATOR

- 6 Oiler
- 6 Grade Oiler (required to check grade)
- 6 Grade Checker
- 6 Fireman
- 4 Diesel-Electric Engineer
- 4 Stationary Drag Scraper Operator
- 4 Shovel, Dragline, Clamshell, Hoe etc., Operator under 3 cu. yd.
- 4 Grade-all Operator
- 2 Shovel, Dragline, Clamshell, Hoe etc., Operator 3 cu. yd. and over

SIGNALMAN

- 6 Bell Boy, phones, etc., Operator
- 6 Helicopter Radioman (ground)

SURFACING (BASE) MATERIAL

- 6 Roller Operator, grading of base rock (not asphalt)
- 5 Roller Operator, Oiling, C.T.B.
- 6 Tamping Machine Operator, mechanical, self-propelled
- 6 Hydrographic Seeder Machine Operator, straw, pulp or seed
- 5 Rock Spreaders, self-propelled
- 5 Pulva-mixer or similar types
- 4 Blade Mounted Spreaders, Ulrich and similar types
- 5 Chip Spreading Machine Operator
- 5 Lime Spreading Operator

SWEEPERS

- 6 Broom Operator, self-propelled
- 5 Sweeper Operator (Wayne type) self-propelled

TRACTOR - RUBBER TIRED

- 5 Tractor Operator, rubber-tired, 50 H.P. Flywheel and under
- 4 Tractor Operator, rubber-tired, over 50 H.P. Flywheel
- 4 Tractor Operator, with boom attachment
- 4 Rubber-tired Dozers and Pushers (Michigan, Cat, Hough type)

TRENCHING MACHINE

- 6 Oiler
- 6 Grade Oiler (required to check grade)
- 5 Trenching Machine Operator, maximum digging capacity 3 ft. depth
- 4 Trenching Machine Operator, maximum digging capacity over 3 ft. depth
- 4 Back Filling Machine Operator
- 2 Wheel Excavator
- 2 Canal Trimmer
- 2 Band Wagon (in conjunction with wheel excavator)

**OREGON DETERMINATION 96-04 CONSTRUCTION TYPE: HEAVY-ENTIRE STATE, HIGHWAY-ENTIRE STATE.
NON-RESIDENTIAL BLDG. EXCLUDES COOS, CURRY,
DOUGLAS & JOSEPHINE COUNTIES**

TRADE	BASIC HOURLY RATE	FRINGE BENEFITS	TRADE	BASIC HOURLY RATE	FRINGE BENEFITS
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POWER EQUIPMENT OPERATORS(Continued)

TUNNEL

- 4 Mucking Machine Operator
- 6 Conveyor Operator (any type)
- 4 Shield Operator
- 6 Air Filtration Equipment Operator
- 6 Dinkey Operator
- 6 Oiler
- 4 Tunnel Boring Machine Operator

WELDING MACHINES

- 6 Welding Machine Operator

UNDERWATER EQUIPMENT

- 2 Underwater Equipment Operator, remote or otherwise, when used in construction work

ROOFERS

(Installation and removal of sheet metal roofing is done by sheetmetal workers.)

- Area 1:
- o Roofers 18.34 5.05
 - o Handling coal tar pitch 20.17 5.05

- Area 2:
- o Roofers 17.19 5.53

(Add \$2.00 per hour to Fringe for work with irritable Bituminous material.)

- Area 3:
- o Roofers 14.85 4.07

(Add \$1.50 per hour to Fringe for work with irritable Bituminous material.)

- Area 4:
- o Roofers 16.00 5.75

(Add \$2.00 per hour to Fringe for work with irritable Bituminous material.)

- Area 5:
- o Roofers 16.67 5.60

(Add \$3.00 per hour to Fringe for work with irritable Bituminous material.)

ROOFERS (Continued)

Area 1	Area 1(cont)	Area 2	Area 2(cont)
Baker	Multnomah	Benton	Klamath
Clackamas	Sherman	Coos	Lake
Clatsop	Tillamook	Crook	Lane
Columbia	Wasco	Curry	Lincoln
Jefferson	Washington	Deschutes	Linn
Gilliam	Wheeler	Douglas	Marion
Grant		Harney	Polk
Hood River		Jackson	Yamhill
		Josephine	

Area 3	Area 4	Area 5
Malheur	Umatilla	Morrow
Union		
Wallowa		

SHEETMETAL WORKERS

Area 1	21.66	7.91
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(Add \$1.00 to base rate for work performed on any swinging platform, swinging chair, or swinging ladder)
(Add \$1.00 to base rate for work with lead or installing material in a plant that uses lead in any form to manufacture a product, (excluding soldering)).
(Add \$1.00 to base rate for work performed in a confined space as defined by OHSA.)

Area 2	19.60	5.51
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(Add \$1.75 to base rate for work performed whenever it is possible for worker to fall 30 feet or more)
(Add \$1.75 to base rate for work performed in an area where epoxy resins or other injurious chemicals are being applied)

Area 3	23.43	7.25
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Add \$1.00 to base rate for work where it is necessary to wear a chemically activated face mask)
(Add \$1.00 to base rate for work where employees required to wear a fresh air mask due to nuclear related work)
(Add \$.45 to base rate for work on a swinging stage, swinging scaffold or bosun chair in excess of 30 feet above the ground)

Area 4	19.42	5.09
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Area 5	19.30	5.21
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TRADE	BASIC HOURLY RATE	FRINGE BENEFITS	TRADE	BASIC HOURLY RATE	FRINGE BENEFITS
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SHEETMETAL WORKERS (Continued)**Area 1**

Benton	Gilliam	Linn	Tillamook
Clackamas	Grant	Marion	Wasco
Clatsop	Harney	Multnomah	Washington
Columbia	Hood River	Polk	Wheeler
Crook	Jefferson	Sherman	Yamhill
Deschutes	Lincoln		

Area 2 Area 3 Area 4 Area 5

Baker	Morrow	Douglas	Coos
Malheur	Umatilla	Jackson	Curry
	Union	Josephine	
	Wallowa	Klamath	
		Lake	
		Lane	

SOFT FLOOR LAYERS 18.81 5.14 + a

- a) plus 4% of basic hourly rate for employees with less than one year of service, 6% for those with more than one year.

SPRINKLER FITTERS 21.90 6.28**TENDERS TO MASON TRADES** 18.09 5.60

- o Tenders for Bricklayers, Tile Setters, Marble Setters and Terrazzo Workers; Topping for Cement Finishers and Mortar Mixers.

(Add \$0.50 to base rate for refractory work)

(Add to base rate an amount equal to that received for safety belt requirements or other unusual job conditions by the mechanic this worker is tending)

TENDERS TO PLASTERERS 17.59 5.60**TILE SETTER/
TERRAZZO WORKER** 21.33 5.65

(Add \$.50 to base rate if safety belt required by State safety regulations.)

(Add \$1.00 to base rate if work involves epoxy, furnane, alkor acetylene black grouting or waterproof membrane.)

**TILE, TERRAZZO, BRICK
& MARBLE FINISHERS**

16.12 4.17

- o Assists Tile Setters, Brick Layers, Marble Masons, Stone Masons, and Terrazzo Workers by striking, sawing, cleaning, washing or grouting. Does not lay or set any material.

(Add \$.50 to base rate if safety belt required by State safety regulations.)

(Add \$1.00 to base rate if work involves epoxy, furnane, alkor acetylene black grouting or waterproof membrane.)

(Add \$0.75 to fringe for refractory repair work.)

TRUCK DRIVERS

Zone 1 (Base Rate):

o Group 1	19.62	7.02
o Group 2	19.74	7.02
o Group 3	19.87	7.02
o Group 4	20.12	7.02
o Group 5	20.34	7.02
o Group 6	20.49	7.02
o Group 7	20.69	7.02

Note: A Hazardous Waste Removal Differential must be added to the base rate if work is performed inside the boundary of a Federally Designated Hazardous Waste Site. For further information on this, call the Prevailing Wage Rate Coordinator at 731-4074.

**Zone Differential for Truck Drivers
(Add to Zone 1 Rate)**

Zone 2	.65
Zone 3	1.15
Zone 4	1.70
Zone 5	2.75

Zone 1: Projects within 30 miles of City Hall in the Cities listed below.

Zone 2: More than 30 miles but less than 40 miles.

Zone 3: More than 40 miles but less than 50 miles.

Zone 4: More than 50 miles but less than 80 miles.

Zone 5: More than 80 miles.

Reference Cities

Albany	Eugene	Longview	Portland
Astoria	Goldendale	Madras	Port Orford
Baker	Grants Pass	Medford	Reedsport
Bend	Hermiston	McMinnville	Roseburg
Brookings	Hood River	Newport	Salem
Burns	Klamath Falls	Oregon City	The Dalles
Coos Bay	LaGrande	Ontario	Tillamook
Corvallis	Lakeview	Pendleton	

OREGON DETERMINATION 96-04 CONSTRUCTION TYPE: HEAVY-ENTIRE STATE, HIGHWAY-ENTIRE STATE.
NON-RESIDENTIAL BLDG. EXCLUDES COOS, CURRY,
DOUGLAS & JOSEPHINE COUNTIES

TRADE	BASIC HOURLY RATE	FRINGE BENEFITS	TRADE	BASIC HOURLY RATE	FRINGE BENEFITS
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TRUCK DRIVERS (Continued)

Work	Group
A-Frame or Hydra-lift Truck w/load bearing surface	1
Battery Rebuilder	1
Bus or Man-Haul Driver	1
Concrete Buggies (Power operated) Drivers and Helpers handling sacked cement—add 15¢ per hour	1
Dump Trucks, Side, End and Bottom Dumps, including Semi-Trucks and trains or combinations thereof:	
Up to and inc. 10 cu. yds	1
Over 10 cu. yds. and inc. 30 cu. yds	3
Over 30 cu. yds. and inc. 50 cu. yds	4
Over 50 cu. yds. and inc. 60 cu. yds	5
Over 60 cu. yds. and inc. 80 cu. yds	6
Over 80 cu. yds. and inc. 100 cu. yds	7
Dumpsters or Similar Equipment—all sizes ...	2
Flaherty Spreader Driver or Leverman	2
Lift Jitneys, Fork Lifts—all sizes—used in loading, unloading & transporting material on job site	1
Loader and/or Leverman on Concrete Dry Batch Plant, manually operated	1
Low Bed Equipment, Flat Bed Semi-Truck and Trailer or Doubles transporting equipment or wet or dry materials	2
Lubrication Man, Fuel Truck Driver, Driver, Tireman, Wash Rack, Steam Cleaner or combination	1
Lumber Carrier, Driver-Straddle Carrier—used in loading, unloading and transportation of material on job site	2
Oil Distributor Driver or Leverman	2
Pilot Car	1
Slurry Truck Driver or Leverman	1
Solo Flat Bed and Misc. Body Trucks—0-10 tons	1
Transit Mix and Wet or Dry Mix Trucks:	
5 cu. yds. and under	1
Over 5 cu. yds. and inc. 7 cu. yds	2
Over 7 cu. yds. and inc. 11 cu. yds	3
Over 11 cu. yds. and inc. 15 cu. yds	4
Team Drivers	1

TRUCK DRIVERS (Continued)

Work	Group
Tireman, full-time basis	1
Truck Assistant	1
Truck Mechanic—Welder—Body Repairman ..	3
Truck Mechanic Assistant	1
Water Wagons (Rated Capacity) up to:	
3000 gallons	1
3000 to 5000 gallons	2
5000 to 10,000 gallons	3
10,000 to 15,000 gallons	4
Winch Truck—takes classification of truck on which winch is mounted	

WELDERS: RIGGERS

Receive rate for craft performing operation to which welding and rigging are incidental.

LIST OF CONTRACTORS INELIGIBLE TO RECEIVE PUBLIC WORKS CONTRACTS

Publication Date: July 1, 1996

BUREAU
OF LABOR
AND INDUSTRIES

To: All Oregon Contracting Agencies

Pursuant to ORS 279.361, contractors on this list are ineligible to receive public works contracts. These contractors and subcontractors, as well as any firm, corporation, partnership or association in which the contractor or subcontractor has a financial interest are ineligible to receive public works contracts until removed from this list.



Jack Roberts
Commissioner

If you have questions regarding the list or for the most current information regarding persons ineligible to receive prevailing wage contracts, please contact the Prevailing Wage Rate Coordinator, (Portland) 731-4074 Ext. 250.

	<u>CONTRACTOR NAME</u>	<u>DATE PLACED</u>	<u>REMOVAL DATE</u>
1.	Robin Allen Daniel Allen A C & E Electric Company 3363 Silverton Road NE Salem, OR 97301	December 1, 1994	November 30, 1997
2.	Dale Dullenty, aka D.L. Dullenty, aka Donald Dullenty, dba Dale's Asphalt Paving & Seal Coating 5011 NE 137th Avenue Vancouver, WA 98662	February 15, 1994	February 14, 1997
3.	Robert Dowing dba The Electrician 1605 E. 2nd St. Newberg, OR 97132	January 1, 1994	December 31, 1996
4.	Wayne C. Everett and Equipment Erection Specialties, Inc. 8645 SE Roots Road Clackamas, OR 97015	October 15, 1995	October 14, 1998

JULY 1, 1996

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PORTLAND
800 NE Oregon St. # 32
Portland, OR 97232
(503) 731-4200
FAX (503) 731-4069

EUGENE
165 E. 7th Street, Suite 220
Eugene, OR 97401
(503) 686-7623
FAX (503) 686-7680

PENDLETON
200 Hailey Ave., Suite 308
Pendleton, OR 97801
(503) 276-7884
FAX (503) 276-2950

BEND
1250 NE 3rd, Suite B105
Bend, OR 97701
(503) 388-6330
FAX (503) 388-6273

MEDFORD
700 E Main, Suite 105
Medford, OR 97504
(503) 776-6270
FAX (503) 776-6284

SALEM
3865 Wolverine St. NE, E-1
Salem, OR 97310
(503) 573-1447
FAX (503) 573-5636

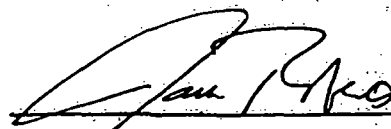
COOS BAY
320 Central Ave., Suite 510
Coos Bay, OR 97420
(503) 269-4575
FAX (503) 267-3194

AN EQUAL OPPORTUNITY EMPLOYER

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS**

Publication Date: July 1, 1996

	<u>CONTRACTOR NAME</u>	<u>DATE PLACED</u>	<u>REMOVAL DATE</u>
5.	Malar Construction, Inc. 4470 S.W. Hall Blvd, #317 Beaverton, OR 97005	November 23, 1994	November 22, 1997
6.	Edward R. Romayor and Portland Custom Interiors, Inc. 4330 SE Milwaukie Avenue Portland, OR 97202	April 28, 1995	April 27, 1998
7.	Dean Schmitz c/o Michael J. Scott P.O. Box 23414 Tigard, OR 97281	February 15, 1994	February 14, 1997
8.	Haskell F. Tallent, dba Sound Construction of Reno 34773 Seavey Loop Road Eugene, OR 97405	October 14, 1994	October 13, 1997



Jack Roberts, Commissioner
Bureau of Labor and Industries

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BUREAU OF LABOR AND INDUSTRIES - WAGE AND HOUR DIVISION

INSTRUCTIONS FOR COMPLETING PAYROLL/CERTIFIED STATEMENT FORM,
WH-38 (Rev 6/96)

General: This form meets needs resulting from the 1983 amendments to the prevailing wage rate law. Under this amended law, the contractor is required to pay not less than fringe benefits as predetermined by the Bureau of Labor and Industries, in addition to payment of not less than the predetermined rates. The contractor's obligation to pay fringe benefits may be met either by payment of the benefits to the various plans, funds, or programs or by making these payments to the employees as cash in lieu of fringe benefits.

This form provides for the contractor's showing of the payroll and all monies paid to the employees, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the payroll/certified statement that he/she is paying other benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the form follow:

Complete the box at the top of the form. Complete the appropriate prime contractor or subcontractor box. Be sure to enter the date the contract was first advertised for bid. If you are not sure of this date, contact the Public Contracting Agency.

Column 1 - Name, Address, and Social Security number of Employee: The employee's full name must be shown on each payroll submitted. The employee's address must also be shown on the first payroll submitted. The address need not be shown on subsequent payrolls unless the address changes. Although not required, space is available in the name and address section so that Social Security numbers can be listed.

Column 2 - Trade Classifications: List the classification found in the Bureau of Labor and Industries' publication "Prevailing Wage Rates for Public Works Contracts in Oregon," which is most descriptive of the work actually performed by the employee. Give the group number for those worker classifications which include such information. Consult the worker classifications and minimum prevailing wage rate schedule set forth in contract specifications. Refer to the appropriate prevailing wage rates in effect at the time the contract was first advertised for bid for information regarding trade classifications, basic hourly rates, and hourly fringe benefits. Indicate which workers are apprentices, if any, and give their current percentage, trade classification, and group number when applicable. If additional worker classifications are deemed necessary, contact the contracting public agency. If an employee works in more than one worker classification, use the highest rate for all hours worked, or use separate line entries to show hours worked, rate of pay, and fringe benefit for each classification.

Column 3 - DAY AND DATE: Enter the day of the week (M, T, W, Th, F, S, Sn) in the top row of boxes, and the number of the day of the month below.

- HOURS WORKED EACH DAY: Enter as overtime hours all hours worked in excess of 8 hours per day, all hours worked on Saturday and Sunday and all hours worked on legal holidays as defined in ORS 279.334. See ORS 279.334(3) for exceptions to this requirement.

Column 4 - Total Hours: Enter separately the total number of overtime hours and straight time hours worked by each listed classification during this pay period; overtime ("OT") on top, straight time ("S") immediately below.

Column 5 - Basic Hourly Rate of Pay: Enter the basic hourly rate and the overtime hourly rate (if any) paid the employee in the appropriate overtime and straight time boxes. Payment of not less than one and one half times the basic or regular rate paid is required for overtime under ORS 279.334.

Column 6 - Hourly Fringe Benefit Paid as Wages to the Employee: Enter any additional cash paid directly to the employee in lieu of fringe benefits. It is not necessary to pay time and a half for overtime work on those wages which are paid in lieu of fringe benefits.

Column 7 - Gross amount earned: Enter the gross wages earned by the worker in this classification for all listed straight time hours, all listed overtime hours, and including all additional amounts paid directly to the employee.

**INSTRUCTIONS FOR COMPLETING PAYROLL/CERTIFIED STATEMENT FORM,
WH-38 (Rev 6/96)**

Column 8 - Total Deductions, FICA, FED, STATE, ETC: Enter the total amount of deductions withheld from each employee for just those hours reported on this payroll/certified statement for this project. All deductions must be in accordance with the provisions of ORS 652.610.

Column 9 - Net Wages Paid for Week: Enter the amount of wage actually paid to the employee after subtracting the total deductions reported in Column 8 from the gross amount earned shown in Column 7.

Column 10 - Hourly Fringe Benefit Paid to Party, Plan, Fund or Program: Enter the hourly amount of fringe benefits paid to each individually approved party, plan, fund or program for each employee. List these amounts separately on the lines provided. Any contractor who is making payments to approved parties, plans, funds or programs in amounts less than the required hourly fringe benefit is obligated to pay the difference directly to the employee as wages in lieu of fringe benefits, and to show that amount in Column 6 of this form.

Column 11 - Name of Benefit Party, Plan, Fund or Program: Enter the name of the party, plan, fund or program that corresponds to the amount shown as an hourly fringe benefit in Column 10.

Summary - In order to determine if the wages and fringe benefits being certified by this statement are sufficient to meet prevailing wage rate requirements, the following check may be performed:

1. Consider each Trade Classification listed in Column 2.
2. For that Trade Classification, take the sum of:
 - a) the Basic Hourly Rate of Pay (Column 5),
 - b) the Hourly Fringe Benefit Paid as Wage to Employee (Column 6),
 - c) and the Hourly Fringe Benefit Paid To Party, Plan, Fund or Program (Column 10).
3. This sum must equal or exceed the sum of the Basic Hourly Rate (including zone pay and special wage differentials, if any) and the Fringe Benefit as they are listed for that Trade Classification in the appropriately dated issue of the Bureau of Labor and Industries publication Prevailing Wage Rates for Public Works Contracts in Oregon.

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NOTICE TO CONTRACTORS: YOU ARE NO LONGER REQUIRED TO SUBMIT COPIES OF THE PAYROLL/CERTIFIED STATEMENT TO THE BUREAU OF LABOR AND INDUSTRIES. THE STATEMENT MUST BE SUBMITTED TO THE PROJECT CONTRACTING AGENCY.

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PRIME CONTRACTOR ☐
SUBCONTRACTOR ☐FIRST ☐ 90 DAY ☐ LAST ☐

Business Name (DBA): CCB Registration Number: Project Name: Project Number:

Phone: ()

Street Address:

Mailing Address:

Type Of Work:

Project Location:

Project County:

Date Pay Period Began:

Date Pay Period Ended:

THIS SECTION FOR PRIME CONTRACTORS ONLY

Public Contracting Agency Name:

Phone: ()

Date Contract Specifications First Advertised For Bid:

Contract Amount

THIS SECTION FOR SUBCONTRACTORS ONLY

Subcontract Amount:

Prime Contractor Business Name (DBA):

Phone: ()

CCB Registration Number:

Date You Began Work On The Project:

(1)	(2)	(3) DAY AND DATE	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)								
NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	TRADE, CLASSIFICATION (INCLUDE GROUP # IF APPLICABLE)		HOURS WORKED EACH DAY							TOTAL HOURS	BASIC HOURLY RATE OF PAY	HOURLY FRINGE BENEFIT PAID AS WAGE TO EMPLOYEE	GROSS AMOUNT EARNED	TOTAL DEDUCTION FICA, FED, STATE, ETC	NET WAGE PAID FOR WEEK	HOURLY FRINGE BENEFIT PAID TO PARTY, PLAN, FUND OR PROGRAM	NAME OF BENEFIT PARTY, PLAN, FUND, OR PROGRAM	
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THIS FORM CONTINUED ON REVERSE
FORM WH-38 (REV. 6/96)

(1)	(2)	(3) DAY AND DATE							(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	
NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	TRADE, CLASSIFICATION (INCLUDE GROUND # IF APPLICABLE)	HOURS WORKED EACH DAY							TOTAL HOURS	BASIC HOURLY RATE OF PAY	HOURLY FRINGE BENEFIT PAID AS WAGE TO EMPLOYEE	GROSS AMOUNT EARNED	TOTAL DEDUCTION FICA, FED, STATE, ETC.	NET WAGE PAID FOR WEEK	HOURLY FRINGE BENEFIT PAID TO PARTY, PLAN, FUND OR PROGRAM	NAME OF BENEFIT PARTY, PLAN, FUND, OR PROGRAM	
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CERTIFIED STATEMENT

 (NAME OF SIGNATORY PARTY) (TITLE) DO HEREBY STATE:

(1) THAT I PAY OR SUPERVISE THE PAYMENT OF THE PERSONS EMPLOYED BY: _____ ON THE _____ (CONTRACTOR, SUBCONTRACTOR OR SURETY) (BUILDING OR WORK) _____
 THAT DURING THE PAYROLL PERIOD COMMENCING ON THE _____ DAY OF _____, 19____, AND ENDING THE _____ DAY OF _____, 19____
 ALL PERSONS EMPLOYED ON SAID PROJECT HAVE BEEN PAID THE FULL WEEKLY WAGES EARNED, THAT NO REBATES HAVE BEEN OR WILL BE MADE EITHER DIRECTLY OR INDIRECTLY
 TO OR ON BEHALF OF SAID _____ FROM THE FULL WEEKLY WAGES EARNED BY ANY PERSON, AND THAT NO DEDUCTIONS HAVE BEEN MADE EITHER
 DIRECTLY OR INDIRECTLY FROM THE FULL WAGES EARNED BY ANY PERSON, OTHER THAN PERMISSIBLE DEDUCTIONS AS SPECIFIED IN ORS 652.610, AND DESCRIBED AS FOLLOWS:

(2) THAT ANY PAYROLLS OTHERWISE UNDER THIS CONTRACT REQUIRED TO BE SUBMITTED FOR THE ABOVE PERIOD ARE CORRECT AND COMPLETE; THAT THE WAGE RATES FOR
 WORKERS CONTAINED THEREIN ARE NOT LESS THAN THE APPLICABLE WAGE RATES CONTAINED IN ANY WAGE DETERMINATION INCORPORATED IN THE CONTRACT; THAT THE
 CLASSIFICATION SET FORTH THEREIN FOR EACH WORKER CONFORMS WITH WORK PERFORMED.

(3) THAT ANY APPRENTICES EMPLOYED IN THE ABOVE PERIOD ARE DULY REGISTERED IN A BONA FIDE APPRENTICESHIP PROGRAM REGISTERED WITH A STATE APPRENTICESHIP AGENCY
 RECOGNIZED BY THE BUREAU OF APPRENTICESHIP AND TRAINING, UNITED STATES DEPARTMENT OF LABOR, OR IF NO SUCH RECOGNIZED AGENCY EXISTS IN A STATE, ARE REGISTERED
 WITH THE BUREAU OF APPRENTICESHIP AND TRAINING, UNITED STATES DEPARTMENT OF LABOR.

I HAVE READ THIS CERTIFIED STATEMENT, KNOW THE CONTENTS THEREOF AND IT IS TRUE TO MY KNOWLEDGE.

 NAME AND TITLE SIGNATURE
NOTE TO CONTRACTORS: YOU MUST ATTACH COPIES OF THIS FORM TO EACH OF YOUR PAYROLL SUBMISSIONS ON THIS PROJECT. SEE THE BOLI PUBLICATION PREVAILING WAGE
 RATES FOR PUBLIC WORKS CONTRACTS IN OREGON FOR INSTRUCTIONS ON COMPLETING THIS FORM.



Bureau of Labor and Industries
Prevailing Wage Rate Unit
800 N.E. Oregon St., # 32
Portland, OR 97232
Phone: (503) 731-4074, Fax: (503) 731-4623

PUBLIC WORK CONTRACT FEE INFORMATION FORM

(For use by contractors in complying with ORS 279.375)

THIS FORM TO BE USED FOR PROJECTS AWARDED AFTER SEPTEMBER 9, 1995 ONLY

Contractors: Please complete and mail this form to BOLI at the above address, along with the appropriate fee (1/10th of 1% of the contract price*) payable to BOLI. Minimum fee is \$100.00, maximum fee is \$5,000.00. Without the following completed information, the bureau may be unable to properly credit you for payment received.

BUSINESS NAME (DBA) _____ CCB # _____

MAILING ADDRESS: _____ PHONE: () _____
(STREET OR PO BOX #, CITY, STATE, ZIP)

PROJECT NAME: _____

PROJECT NUMBER: _____ PROJECT LOCATION: _____

AGENCY AWARDED CONTRACT: _____

AGENCY CONTACT PERSON: _____ PHONE: () _____

CONTRACT AMOUNT: _____ DATE AWARDED: _____ DATE WORK BEGAN: _____

*(Contract amount X .001)

(Please duplicate this form for future use)

Bureau of Labor and Industries
Prevailing Wage Rate Unit
800 N.E. Oregon St., # 32
Portland, OR 97232
phone: (503) 731-4074, ext. 250
FAX: (503) 731-4623

PUBLIC WORKS CONTRACT FEE ADJUSTMENT FORM

**THIS FORM TO BE USED FOR RECONCILIATION OF FEES ON COMPLETION OF
PUBLIC WORKS PROJECTS**

(As required by ORS 279.375 and OAR 839-16-210)

Contractors: Please complete and mail this form to BOLI at the above address, after completion of the public works project and not less than 30 days after the final payment by the contracting agency. Contractors are required to determine the final contract price, including all change orders or other adjustments to the original contract price and to calculate the adjusted prevailing wage rate fee, based on the revised contract price. Documentation must be included to support the final contract price. The prevailing wage rate fee, .001, (1/10th of 1%) shall be applied to the final contract price, with credit taken for fees already submitted. The contractor must submit the additional fee payable to BOLI with the adjustment form or requests for refund if applicable. No additional fee will be charged, nor a refund made, on any reconciled amounts under \$100.00.

BUSINESS NAME (DBA) _____ **CCB #** _____

MAILING ADDRESS: _____ **PHONE:** () _____
(STREET OR PO BOX #, CITY, STATE, ZIP)

PROJECT NAME: _____

PROJECT NUMBER: _____ **PROJECT LOCATION:** _____

AGENCY AWARDED CONTRACT: _____ **DATE AWARDED:** _____

FINAL CONTRACT AMOUNT: _____ **FINAL FEE DUE*:** _____
(Include all change orders and adjustments to the contract price) * (Final Contract amount X .001)

ORIGINAL CONTRACT AMOUNT: _____ **INITIAL FEE PAID*:** _____
* (Contract amount X .001)

BALANCE DUE: _____ **REFUND DUE:** _____
(Final contract fee less initial fee paid)

Sample Calculation:

Final Contract Amount:	\$400,000.00	Final Fee Due:	\$400.00
Original Contract Amt:	-300,000.00	Initial Fee Paid:	-300.00
Total Adjustment:	\$100,000.00	Amount Due or Refund Due:	\$100.00

*Documentation may consist of change orders or other contract documents substantiating the amount of the contract.

DOCUMENT 00850
DRAWINGS INDEX

DRAWING
NUMBER

TITLE

DATE

GT 96-1

GENERAL TERMINALS
BERTHS 104, 204, 205, 206, AND 501
MAINTENANCE DREDGING

NOVEMBER 1996

1/4 (C-1)

TERMINAL 1, BERTH 104

2/4 (C-2)

TERMINAL 2, BERTHS 204, 205, AND 206, PART 1

3/4 (C-3)

TERMINAL 2, BERTHS 204, 205, AND 206, PART 2

4/4 (C-4)

TERMINAL 5, BERTH 501 BARGE SLIP

**SPECIFICATIONS
DIVISION 1 - GENERAL REQUIREMENTS**

**SECTION 01010
SUMMARY OF WORK**

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The work includes but is not limited to:**
 - 1. Dredging the Berth 501 barge slip to a minimum depth of -15 CRD. Removing approximately 1221 cubic yards of material.**
 - 2. Dredging Berth 104 to a minimum depth of -26 CRD. Removing approximately 7660 cubic yards of material.**
 - 3. Dredging Berths 204, 205, and 206 to a minimum depth of -40 CRD. Removing approximately 14, 871 cubic yards of material.**
 - 4. The work includes transporting and disposing of dredged material at Morgan Bar and/or at a Contractor-provided site which is approved by the Port and allowed by permits.**
- B. See the contract documents for Oregon Bureau of Labor and Industries wage rate and fee requirements.**

1.2 LAYOUT OF WORK

- A. Survey work performed under this contract shall be performed under the direct supervision of an Oregon registered professional land surveyor.**
- B. Lay out the work from reference points shown on the drawings and be responsible for measurements connected therewith.**
- C. Measuring for pay quantities will be by the Port.**
- D. Furnish, set, and maintain ranges, buoys, and markers in good working order as necessary to define the work and to facilitate inspection and taking of soundings by the Engineer.**
- E. Elevations on the drawings are below zero and are based on Columbia River Datum for each locality.**

1.3 INSPECTION OF WORK AREA

- A. Examine the work area (dredging, transportation route, and disposal areas and conditions) and become satisfied as to the locations and conditions of the work involved.**

1.4 VERIFICATION OF MEASUREMENTS

- A. Verify elevations and measurements and report discrepancies to the Engineer before proceeding with the work. The Contractor will not receive extra compensation for verification of measurements or for labor or material expended on account of such differences.**

1.5 DISPOSAL

- A. Dispose of waste material off Port property and in accordance with applicable state, federal, and local regulations.**
- B. Burning or burying of waste material within Port property is not permitted.**

1.6 RELEASE OF PETROLEUM PRODUCTS, PAINT, AND OTHER CONTAMINANTS

- A. Protect against the entry of petroleum products, paint, and other contaminants into a waterway (including river, stream, slough, wetland, etc.) storm sewer, sanitary sewer, or other drain system or onto a land area.**
- B. In the event of a spill, immediately contain and remove the spilled material.**
- C. Notify the Engineer immediately if a spill occurs or if contamination is discovered which indicates a release of petroleum products, paint, or other contaminants to the environment.**
- D. Indemnify the Port from loss or expense as a result of such spill for which the Contractor is responsible.**

1.7 PROGRESS MEETINGS

- A. Job meetings may be held between the Contractor and the Engineer. The time and place of the meetings will be established by the Engineer.**

END OF SECTION

SECTION 01025
MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 INCIDENTAL WORK

- A. Consider work not listed, but necessary to complete the work, as incidental. Each bid item has incidental work associated with it. Some of the incidentals are identified. However, the list is not complete. This does not relieve the Contractor from the responsibility for completing the incidental work. Incidental work includes, but is not limited to, dredge soundings, barging dredged material, transporting dredged material to disposal site, setting range markers, rigging, lifting and towing, as specified.

1.2 BID ITEMS

- A. Payment constitutes total compensation for furnishing materials; for preparation of these materials; and for labor, equipment, tools and incidentals necessary to complete the work as specified and shown on the drawings. Measurement will not include unauthorized work performed beyond the design limits. Replace material removed without authorization at no added cost to the Port. The method of measurement and the basis of payment for bid items will be as follows.

BID
ITEM

DESCRIPTION

1 INITIAL AND INTERIM MOBILIZATION, CLEANUP, AND DEMOBILIZATION - L.S.

- A. Payment will be made at the contract lump sum price for mobilization and demobilization of personnel, equipment, supplies, offices and other facilities necessary for the work; and cleanup. The price includes premium on bonds and insurance and other costs which are incurred before beginning the work.
- B. The mobilization price includes initial mobilization and interim mobilization to move from one site to the next. Mobilization also includes stand-by time for Port post-dredge hydrosurveys and evaluations at each location.

2 MOVE EQUIPMENT TO ACCOMMODATE SHIPPING - EACH

- A. Pay quantity will be the number of times the Engineer directs the Contractor to stop dredging, before the work is complete, and move from the berth to accommodate shipping. In each case, the Contractor may then be directed to stand off and return, or move to a different berth and resume dredging in the original location at a later time.
- B. Payment will be made at the contract unit price for each unscheduled move.

3 STAND-BY DELAY - DAY

ADDENDUM NO. 1

- A. Pay quantity will be the number of days the Engineer directs the Contractor to stand by while waiting to return to a berth and resume dredging. (Note that this bid item does not include waiting time for the post-dredge surveying. That is covered in bid item 1.)

ADDENDUM NO. 1

- B. Payment will be made at the contract unit price per day of delay directed by the Engineer.

4 BERTH 104, DREDGING AND DISPOSAL OF MATERIAL SUITABLE FOR DISPOSAL AT MORGAN BAR - C.Y.

- A. Pay quantity will be the number of cubic yards of material dredged between the existing river bottom and the dredge profile, plus the number of cubic yards of material dredged in 1 foot of over-dredging within the minus 2-foot tolerance dredge zone. No payment will be made for material dredged below elevation -27.
- B. Payment will be made at the contract unit price per cubic yard.
- C. The number of cubic yards dredged will be computed by the volume of a truncated prism method within the dredge area limits and elevation tolerances, and will be the difference between the pre-dredge and the post-dredge surveys of the dredge area. The pre-dredge survey will be taken within one month of the date of commencement of work.
- D. The contract unit price includes transporting of dredged material to the Morgan Bar disposal site or other Contractor-provided, permitted, and approved site. The price also includes disposal of the dredged material, disposal by the Contractor of any stumps, logs, cable, boulders or other oversize material, and deployment and removal of buoys.

5 BERTH 104, DREDGING AND DISPOSAL OF UNSUITABLE MATERIAL AT CONTRACTOR-PROVIDED SITE - C.Y.

- A. Pay quantity will be the number of cubic yards of unsuitable material dredged between the existing river bottom and the dredge profile, plus the number of cubic yards of material dredged in 1 foot of over-dredging, within the minus 2-foot tolerance dredge zone. No payment will be made for material dredged below elevation -27.
- B. Payment will be made at the contract unit price per cubic yard.
- C. The number of cubic yards dredged will be computed by the volume of a truncated prism method within the dredge area limits and elevation tolerances and will be the difference between the pre-dredge and the post-dredge surveys of the dredge area. The pre-dredge survey will be taken within one month of the date of commencement of work.
- D. The contract unit price includes transporting and disposal of dredged material to the Contractor-provided disposal site which is approved by the Engineer and for which the Contractor has a permit. The price also includes disposal by the Contractor of any stumps, logs, cable, boulders, or other oversize material, and deployment and removal of buoys.

6 BERTHS 204, 205, AND 206, DREDGING AND DISPOSAL OF MATERIAL SUITABLE FOR DISPOSAL AT MORGAN BAR - C.Y.

- A. Pay quantity will be the number of cubic yards of material dredged between the existing river bottom and the dredge profile, plus the number of cubic yards of material dredged in 1 foot of over-dredging within the minus 2-foot tolerance dredge zone. No payment will be made for material dredged below elevation -41.
- B. Payment will be made at the contract unit price per cubic yard.
- C. The number of cubic yards dredged will be computed by the volume of a truncated prism method within the dredge area limits and elevation tolerances, and will be the difference between the pre-dredge and the post-dredge surveys of the dredge area. The pre-dredge survey will be taken within one month of the date of commencement of work.
- D. The contract unit price includes transporting of dredged material to the Morgan Bar disposal site or other Contractor-provided, permitted, and approved site. The price also includes disposal of the dredged material, disposal by the Contractor of any stumps, logs, cable, boulders or other oversize material, and deployment and removal of buoys.

7 BERTHS 204, 205, AND 206, DREDGING AND DISPOSAL OF UNSUITABLE MATERIAL AT CONTRACTOR-PROVIDED SITE - C.Y.

- A. Pay quantity will be the number of cubic yards of unsuitable material dredged between the existing river bottom and the dredge profile, plus the number of cubic yards of material dredged in 1 foot of over-dredging, within the minus 2-foot tolerance dredge zone. No payment will be made for material dredged below elevation -41.
- B. Payment will be made at the contract unit price per cubic yard.
- C. The number of cubic yards dredged will be computed by the volume of a truncated prism method within the dredge area limits and elevation tolerances and will be the difference between the pre-dredge and the post-dredge surveys of the dredge area. The pre-dredge survey will be taken within one month of the date of commencement of work.
- D. The contract unit price includes transporting and disposal of dredged material to the Contractor-provided disposal site which is approved by the Engineer and for which the Contractor has a permit. The price also includes disposal by the Contractor of any stumps, logs, cable, boulders, or other oversize material, and deployment and removal of buoys.

8 BERTH 501, DREDGING AND DISPOSAL OF MATERIAL SUITABLE FOR DISPOSAL AT MORGAN BAR - C.Y.

- A. Pay quantity will be the number of cubic yards of material dredged between the existing river bottom and the dredge profile, plus the number of cubic yards of material dredged in 1 foot of over-dredging within the minus 2-foot tolerance dredge zone. No payment will be made for material dredged below elevation -16.

- B. Payment will be made at the contract unit price per cubic yard.
- C. The number of cubic yards dredged will be computed by the volume of a truncated prism method within the dredge area limits and elevation tolerances, and will be the difference between the pre-dredge and the post-dredge surveys of the dredge area. The pre-dredge survey will be taken within one month of the date of commencement of work.
- D. The contract unit price includes transporting of dredged material to the Morgan Bar disposal site or other Contractor-provided, permitted, and approved site. The price also includes disposal of the dredged material, disposal by the Contractor of any stumps, logs, cable, boulders or other oversize material, and deployment and removal of buoys.

9 BERTH 501, DREDGING AND DISPOSAL OF UNSUITABLE MATERIAL AT CONTRACTOR-PROVIDED SITE - C.Y.

- A. Pay quantity will be the number of cubic yards of unsuitable material dredged between the existing river bottom and the dredge profile, plus the number of cubic yards of material dredged in 1 foot of over-dredging, within the minus 2-foot tolerance dredge zone. No payment will be made for material dredged below elevation -16.
- B. Payment will be made at the contract unit price per cubic yard.
- C. The number of cubic yards dredged will be computed by the volume of a truncated prism method within the dredge area limits and elevation tolerances and will be the difference between the pre-dredge and the post-dredge surveys of the dredge area. The pre-dredge survey will be taken within one month of the date of commencement of work.
- D. The contract unit price includes transporting and disposal of dredged material to the Contractor-provided disposal site which is approved by the Engineer and for which the Contractor has a permit. The price also includes disposal by the Contractor of any stumps, logs, cable, boulders, or other oversize material, and deployment and removal of buoys.

END OF SECTION

**SECTION 01040
COORDINATION**

PART 1 - GENERAL

1.1 PORT/TENANT OPERATIONS

- A. Work in coordination and cooperation with the Port, tenants of each marine terminal, and other Contractors so that normal operations may be carried on without interruption.
- B. The Engineer will coordinate the Contractor's work with the Port tenants at all berths. Special care shall be taken to avoid interference with tenant or Port operations.
- C. Some of the Contractor's work may need to be scheduled around terminal activities and ship docking schedules. The ship schedules are difficult to forecast. The Engineer will provide as much information as possible on ship arrivals and departures.

1.2 OTHER CONTRACTORS

- A. The Port reserves the right to award other contracts for work in the vicinity of work covered by this contract.
- B. Contemplate in planning and work scheduling the following projects which will be in progress in the vicinity during the time of this contract: the Army Corps of Engineers will be dredging in the Willamette River channel.

1.3 CONTRACTOR'S COORDINATION

- A. The Contractor is responsible for overall coordination of the work.
- B. Some of the Contractor's dredging work may need to be done on swing or graveyard shift or on weekends and holidays. However, all disposal (dumping) at the Morgan Bar disposal site must be done between the hours of 7 a.m. and 6 p.m. on weekdays, and between the hours of 8 a.m. and 6 p.m. on weekends.

1.4 SCHEDULING

- A. The Port and the Contractor will discuss schedule dates and availability at the preconstruction conference in an effort to set a schedule that works for all parties, including the terminal tenants.
- B. Dredging work at Berth 104 shall be done between December 18, 1996 and December 31, 1996. Contact the Engineer 48 hours in advance of the dredging for an authorization to commence work.
- C. Dredging work at Berths 204, 205, and 206 shall be done between the dates January 10, 1997 and January 24, 1997. Contact the Engineer 48 hours in advance of the dredging for an authorization to commence work. Additional scheduling information is as follows:
 - 1. Schedule the work around ship activity. The work shall not interfere with berthing or unloading of vessels.

2. For information only:

The typical ship berthing schedule has been as follows:

Monday	24 hours
Tuesday	24 hours
Friday	9 hours

(Note that these schedules are subject to change.)

3. Twenty-four hours' notice will be given to the Contractor prior to ship berthing.

D. Dredging work at Berth 501 must be done prior to January 24, 1997. Contact the Engineer 48 hours in advance of the dredging for an authorization to commence work. . Additional scheduling information is as follows:

1. Schedule the work around barge activity. It is likely that the work will be done between the hours of 6 p.m. and 7 a.m. The work shall not interfere with berthing or unloading of vessels.

2. For information only:

The typical barge berthing schedule has been as follows:

Berth 501	7 a.m. - 6 p.m. daily
-----------	-----------------------

(Note that these schedules are subject to change.)

3. Twenty-four hours' notice will be given to the Contractor prior to barge berthing.

E. Schedule all dredging work so that it will be substantially and finally complete before January 24, 1997.

F. The Contractor is liable for damages for work items that are not completed by January 31, 1997. (See Bid and Agreement.)

END OF SECTION

**SECTION 01300
SUBMITTALS**

PART 1 - GENERAL

1.1 NOTIFICATION TO ENGINEER

- A. Notify the Engineer at least 48 hours before intent to commence work. Do not start work until authorized to do so by the Engineer.**

1.2 OTHER SUBMITTALS

- A. Other submittals include but are not limited to:**

Section 02842 3.4, 3.5, 3.6

END OF SECTION

SECTION 01400
QUALITY CONTROL

PART 1 - GENERAL

1.1 INSPECTION AND TESTING

- A. No work shall commence or be covered until approved by the Engineer.
- B. Unless otherwise specified, acceptance tests called for in the specifications or deemed necessary by the Engineer will be performed by the Port or its authorized representative.
- C. Prior to initiating acceptance testing by the Engineer, it shall be the responsibility of the Contractor to provide check testing to monitor construction methods and progress to assure work acceptability and to keep dredging within specified limits. Include "check" testing costs in the price(s) bid; no separate payment will be made for this work.
- D. Acceptance testing by the Engineer will be initiated by the Contractor's request for approval. The Engineer will have the right to perform testing at any time prior to acceptance testing.
- E. Acceptance testing by the Engineer may include, but is not limited to, line, grade, underwater slopes, tolerances, and depth, or as otherwise required.
- F. Results of the Engineer's hydrographic survey and testing for acceptability will be made known to the Contractor as soon as practical. However, it remains the responsibility of the Contractor to obtain the specified requirements at all times; and any delay in advising the Contractor of test results shall not act as a waiver of this responsibility.
- G. Hydrographic survey and tests for acceptance which fail to meet the specified requirements may be retested/resurveyed by the Port after remedial action. The cost of retesting and additional hydrographic surveys will be withheld from progress payments to the Contractor.
- H. Furnish, for approval or testing by the Engineer whenever requested, samples of material as directed. These samples shall be completely representative of the materials or products proposed to be used in the work. The Engineer may take random samples of dredge material from the barges.

END OF SECTION

**SECTION 01500
CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS**

PART 1 - GENERAL

1.1 TEMPORARY UTILITIES

- A. Make arrangements for obtaining temporary water, electric power, telephone, and other services.
- B. Maintain temporary facilities in a safe and proper manner and completely remove from the site prior to final acceptance.
- C. Provide labor and equipment for temporary lines and services at no added cost to the Port.

1.2 EXISTING UTILITIES

- A. Protect existing utilities, and other public and private facilities and improvements which are to remain in place, from damage in the course of the work.
- B. Repair damages that result from execution of the work at no cost to the Port. Repairs shall be subject to approval of the Engineer.

1.3 SANITARY FACILITIES

- A. Provide and maintain sanitary facilities which meet the requirements of applicable state and local health regulations.

1.4 FIRE PROTECTION AND PERMITS

- A. Provide adequate fire fighting equipment to contain an equipment fire. Make available and accessible in the work area.

1.5 PARKING AND WORK AREA

- A. The Engineer will designate the area where the Contractor may park vehicles, if necessary.
- B. The Contractor's operation and movement within the parking and work areas shall be in strict conformance with Port rules and regulations.
- C. Employees' vehicles shall be parked in the employee parking area. The Contractor shall be responsible for transporting workers between the employee parking area and the work area.
- D. Only marked Contractor-owned or operated vehicles required for proper prosecution of the work will be allowed in the active marine terminal yard. No private passenger vehicles will be admitted.

1.6 STORAGE AND PROTECTION OF MATERIAL AND EQUIPMENT

- A. The Engineer will designate the area in which the Contractor may store material and equipment.
- B. Protect materials and equipment from damage, pilfering, etc., and fully relieve the Port of this responsibility.

- C. Upon completion of the work, remove unused materials and equipment and restore the area to original condition.

1.7 **HARD HATS AND SAFETY VESTS**

- A. Wear hard hats and safety vests in the work area. The safety vests shall be of the fluorescent orange type.

END OF SECTION

**SECTION 01700
CONTRACT CLOSEOUT**

PART 1 - GENERAL

1.1 BUOY AND MARKER REMOVAL

- A. Remove all buoys, ranges, and markers, etc., used in the construction layout.**

1.2 CLEAN-UP

- A. All dredging debris shall be cleaned up from Terminal work areas and disposed of off Port property.**

END OF SECTION

DIVISION 2 - SITE WORK

SECTION 02842 DREDGING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This section describes dredging and transporting of dredged material to the disposal site.

1.2 SOUNDINGS

- A. Soundings of the work area are shown on the drawings and were obtained between September 5 and October 2, 1996.
- B. Pre-dredge soundings will be taken by the Port no more than 30 days prior to Notice to Proceed with this dredging contract.
- C. Post-dredge soundings will be taken by the Port after dredging is completed. Additional post-dredge soundings to confirm the Contractor's remedial work will be performed at the Contractor's expense.
- D. The vertical datum used in this project shall be Columbia River Datum (CRD) at each locality.
- E. The Port will supply a gauge set on the CRD datum at each work site.

PART 2 - PRODUCTS

2.1 DREDGED MATERIAL

- A. All material excavated between the existing river bottom and the dredge profiles shown on the drawings, regardless of type, nature, or condition encountered.

2.2 HYDROSURVEY

- A. All hydrosurvey methods and means for verifying dredged depths shall be by electronic means, calibrated to project datum, prior to the beginning of the project with the Port's surveyor.
- B. Lead-line hydrosurvey methods will not be accepted for "check-testing."

2.3 PERMITS

- A. The Port will obtain all necessary dredging permits.
- B. See Supplementary Conditions, 00800.

PART 3 - EXECUTION

3.1 EQUIPMENT

- A. Dredging shall be by "clamshell" bucket. Material shall be placed in barges.

1. Clam shell buckets shall have straight closing edges for full closure without leakage.
 2. The Contractor shall calibrate and mark cables and lift lines at 1 foot intervals to visually check depth of bucket.
- B. Barges shall be either bottom-dumping, split-hull, or flat deck type with sides to contain and prevent material from re-entering the waterway. Bottom-dumping barges are preferred.

3.2 DREDGING

- A. Dredging shall be accomplished in the designated areas and to the depths indicated on the drawings, or as directed by the Engineer.
- B. Dredging shall include excavation of material to the dredge limits, depth, lines, and grade as shown on the drawings.
1. Dredging shall begin inshore and proceed toward the offshore direction of the project. The Contractor shall attain full grade at each location prior to moving to a new location.
- C. Dredging tolerances are +1 foot and -1 foot from the maximum pay depth of: -16 CRD at Berth 501, -26 CRD at Berth 104, and -41 CRD at Berths 204, 205, and 206.
- D. Side slopes shall not be steeper than 2:1 slopes as shown on the drawings.
- E. The Contractor shall monitor his dredge work throughout the course of work for depth, slopes, location, and tolerances and shall be responsible for damages due to over-depth dredging or dredging outside the given limits for dredging.
- F. The entire bottom shall be thoroughly swept with the "clamshell" to ensure dredge depth tolerance has been attained. Any obstructions found above the dredge grade line shall be removed before moving the dredge from the work area.
- G. The Contractor shall begin dredging at the highest elevation of material to be removed and work toward the lowest elevation. "Glory holing" will not be allowed.
- H. The Contractor shall comply with dredging-related and water quality requirements contained in the permits. See Dredging Permits in Appendix B.
- I. Debris (stumps, logs, tires, cable, etc.) larger than two feet in any dimension shall be disposed of at an approved upland disposal site by the Contractor.
- J. The Contractor shall stop the dredge bucket as it breaks the surface of the water and allow the bucket to dewater prior to putting dredge material on the barge to reduce turbidity from dredge operations.
- K. The Contractor shall notify the Port when dredge work is complete. A post-dredge survey of the dredged areas will be taken by the Port and used to verify completion of work to specified dredged depth, slopes, and tolerances. If the Port's post-dredge hydrosurvey finds the Contractor's work not meeting contract plans and specifications, the Port will notify and provide the Contractor with hydrosurvey results. Any material found above the specified grade shall be dredged to within tolerance. All additional post-dredge hydrosurveys necessary to confirm the Contractor's work shall be provided by the Port and charged to the Contractor's account.

1. The Contractor shall anticipate stand-by time during the post-dredge hydrosurvey operation, and during the evaluation of the hydrosurvey results.
2. It is anticipated that the electronic post-dredge hydrosurvey will require one day to complete, and the post-dredge hydrosurvey evaluation will require two days to complete. The results of the evaluation will be given to the Contractor for one of the following actions:
 - a. The post-dredge hydrosurvey evaluation determines that the dredging has met contract dredging requirements. The Contractor will be given substantial completion status.
 - b. The post-dredge survey evaluation determines that the dredging has not met contract dredging requirements. The Contractor shall immediately begin clean-up of remaining dredge material designated on the post-dredge survey, until such time as the Contractor notifies the Port of completion of work.
 - c. Lead-line hydrosurvey check testing is not acceptable and will not be considered as an acceptable means for determining dredged depth. Calibrated electronic means to verify dredged depths shall be the only method considered as acceptable.
- L. If, in the dredging operation, excess quantities of material over the contract quantities are encountered, the Contractor shall notify the Engineer immediately.
- M. The Contractor shall protect existing piling in and near dredge areas from damage.
- N. Work shall be stopped during vessel calls at berths.
- O. Shipping operations will continue at the berth during dredging. Notice will be given to the Contractor of the impending ship arrival. The Contractor shall clear the site of equipment on the dock and in the water, including anchor buoys and any obstruction to the berthing and securing of ships' mooring lines during berthing and during cargo loading and unloading activities. The Contractor shall cease operations if the ship occupies the dredging site. Stand-by time for the duration of the ship on berth shall be anticipated by the Contractor and included in the Bid.

3.3 TRANSPORTING DREDGED MATERIAL FOR DISPOSAL

- A. Transport dredged material on barges to the disposal site.
- B. The Contractor shall provide the following information on each dredge material barge that will be used:
 1. Name of barge.
 2. Length, beam, and molded depth of each barge.
 3. Dredge material capacity of barge.
 4. Hydrostatic data certified by a naval architect for determining barge displacement in short tons, per each 1 foot of displacement between loaded and light drafts.
 5. Expected draft of barge loaded to capacity with dredge material.

C. Barge Types:

1. Multiple cell or split-hull type: Barge(s) shall be in good condition with no leaks in the hull or in the bottom dumping mechanism. The barge shall sail with sufficient freeboard inside the barge so that no water spills over the side of the barge while under way.
2. Load lines shall be clearly shown on the barge and loading shall not take the barges below the load lines. The tug shall be of sufficient horsepower for moving the barge and maneuvering through the bridges and marine traffic to be encountered between the dredging site and disposal site.
3. Flat deck barges shall be capable of containing dredged material and preventing material from re-entering the river during dredging or transporting to disposal site.

3.4 DISPOSAL

- A. Disposal sites will be the Morgan Bar disposal area and a Contractor-provided site with the Contractor's permit and approval by the Port. The Contractor-provided site shall have all permits for the type of material being disposed. The Port has a current permit to dispose of material suitable for disposal at Morgan Bar.

1. Morgan Bar Disposal Area:

- a. The Contractor shall use the disposal site shown on the drawing, Appendix A, for dredged material. The disposal site is a 200-foot-wide disposal lane located in the Morgan Bar reach of the Columbia River between river miles 100 and 101, 75 feet from the channel edge on the west side of the channel.
- b. The Contractor's barges with dredge materials shall be transported to the disposal area by tug and off-loaded by one of three possible methods: bottom dump barges, clamshell, or front-end loader. While off-loading the dredge materials, the barge shall be slow under way, from the downstream to the upstream end of the disposal site and no closer than 75 feet of the channel edge. Except for bottom-dumping barges, unloading shall be done during daylight hours only. **ADDENDUM NO. 1**
- c. No disposal shall take place in areas shallower than 20 feet below the Columbia River Datum (CRD). Recent hydrographic soundings in the disposal area are available from the Portland District of the Corps of Engineers (Chart Number CL-97-202). The Contractor shall satisfy himself on the navigation conditions and equipment required to carry out the disposal operation.
- d. Dredging and disposal operations will cease when the disposal site river flow falls below 100,000 cubic feet per second.
- e. The dispersal flow rate duration of each dredge materials barge shall be over the entire 4000-foot length of the disposal area.
- f. The Contractor may use alternative disposal areas which are legal and for which permits have been obtained. The Contractor shall request and receive approval of an alternate dredged material disposal site before using it. The Port's approval of an alternate disposal site shall result in no added cost to the Port.

- 1) Contractor-Provided Disposal Site: The Contractor may dispose of dredged material at a site other than Morgan Bar if approved by the Engineer and if the Contractor has in effect ACOE and DSL permits for the material type, quantity, and means of disposal. Information about this alternate site shall be stated and submitted with the bid.
- g. The Contractor shall carry out his dredging operation within the dredging/disposal dates set forth in the Army Corps of Engineers and the Division of State Lands permits.
2. Unsuitable Material Disposal Area:
 - a. The Contractor shall submit to the Engineer a survey of the disposal site, location of material deposited, and the depth at which material lays.
 - b. Material shall not be deposited anywhere else than in places permitted and approved. If this occurs, the Contractor will be required to remove such misplaced material, be responsible for testing and associated costs, and deposit it where directed.

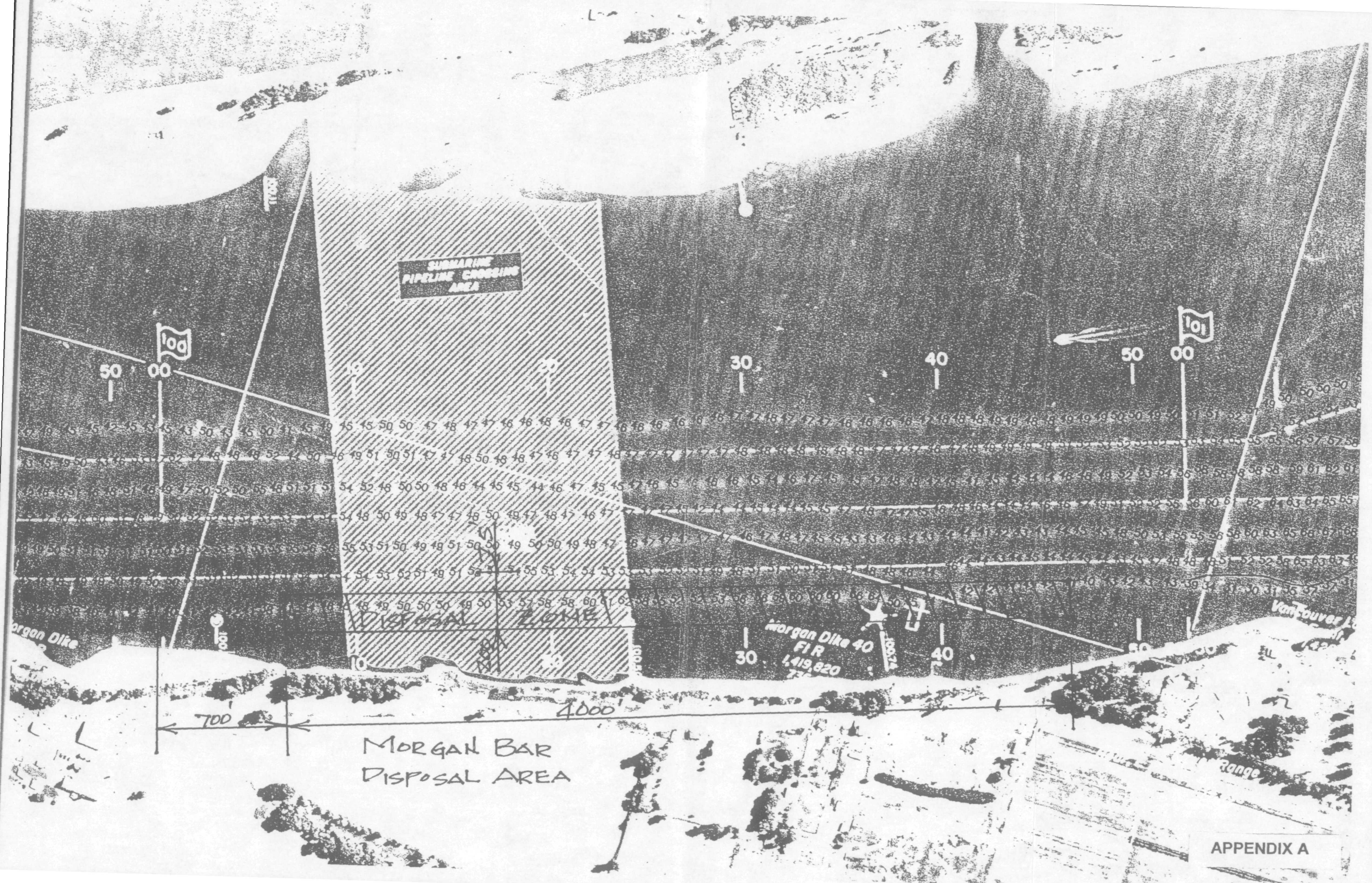
3.5 WATER QUALITY AND TURBIDITY

- A. Conduct dredging operations to ensure adherence to turbidity and water quality requirements. Prevent resuspension of material in the vicinity of the site.
- B. Work in the dredging area shall be done so as to minimize turbidity, erosion of banks or bottom, or other water quality impacts. The Contractor shall take all normal precautions to prevent turbidity at the dredging site. These include making each pass of the bucket complete including dredging and dumping to the barge, and bringing the bucket fully over the barge before discharging. There will be no filling of the barge which will result in water overflow from the barge. The bucket shall be placed on the bottom rather than dropped unless dropping is required to excavate the sediments. Vertical bucket retrieval shall be at moderate speed to minimize the erosion of materials from the bucket. Retrieval speed of the bucket shall be reduced if water quality monitoring indicates increased levels of turbidity.
- C. The Contractor shall keep an operators log and a daily progress chart aboard the dredge at all times for inspection. These documents will be submitted to the Port for retention with the contract file at the completion of the dredging work. The Contractor will be provided a copy of this plan. The Port's representative will provide daily inspections to assure conformance with this plan.
- D. Submit a contingency plan with dredge procedures for reducing turbidity to be followed in the event of a work shutdown at the preconstruction meeting.

3.6 REPORTING REQUIREMENTS

- A. A daily report of operations shall be prepared and maintained and copies submitted to the Engineer. Further instructions on the preparation of the report will be furnished at the preconstruction conference.

END OF SECTION



APPENDIX B

JOINT APPLICATION FOR PERMIT
 U.S. ARMY CORPS OF ENGINEERS
 STATE OF OREGON, DIVISION OF STATE LANDS

FISCAL YEAR 1980

WHEREAS Department of the Army permits for proposed work in or affecting navigable waters of the United States, the discharge of dredged or fill material into those waters, and the transport of dredged material for the purpose of dumping it into ocean waters are authorized by Section 10 of the River and Harbor Act of 1899, Section 404 of the Clean Water Act of 1977, and Section 103 of the Marine Protection Research and Sanctuaries Act of 1972, respectively; AND---permits for that part of those project activities which includes the removal or fill in the waterways of Oregon of rock, gravel, silt, and clay are authorized by the State of Oregon under O.R.S. 541.605 to 541.695---THIS APPLICATION WILL MEET THE REQUIREMENTS OF BOTH AGENCIES.

For Agency Use Only	Corps of Engineers # <u>4210 (RENEWAL) 8760</u>	For Agency Use Only	State of Oregon # <u>RP 2080</u>
	Date received _____		Date received _____

Name of Waterway Willamette River River Mile 1-10 Local Name Portland Harbor

Section _____ Township 1 N & 2 N Range 1 E & 2 W
 Estimated Starting Date of Project Oct. 1, 1989 Estimated Completion Date of Project Oct. 1, 1994

NAME OF APPLICANT <u>Port of Portland</u>	AUTHORIZED AGENT <u>Danil Hancock</u>
Address <u>P.O. Box 3529</u>	Address <u>P.O. Box 3529</u>
City, State, Zip Code <u>Portland Ore. 97208</u>	City, State, Zip Code <u>Portland Ore. 97208</u>
Phone: Work () Area Home ()	Phone: Work (503) 231-5000 ext. 710 Area Home ()

PROJECT SUPERVISOR Ken Weber Phone: Work (503) 231-5000 Area Home ()

PROPERTY OWNER IF OTHER THAN APPLICANT _____	PROJECT ADDRESS _____
Address _____	City, County, State _____
City, State, Zip Code _____	Zip Code _____
Phone: Work () Area Home ()	Assessor's Records-- Shown on Map # _____ Tax Lot # _____
	Name of Subdivision _____ Lot _____ Block _____

In order to expedite the processing of this application, the following city and/or county department, which has local jurisdiction over the proposed project, has been contacted:

Name of Department: _____
 Address: _____
 Phone Number: _____

APPROVALS OR CERTIFICATIONS applied for or already obtained from other agencies (Federal, interstate, state, county, city, area) for any of the proposed projects described in this application:

Issuing Agency	Type of Approval	Identification #	Date of Application	Date of Approval
----------------	------------------	------------------	---------------------	------------------

Has any agency denied approval for the activity described herein or for any other activity directly related to it?

☐ Yes ☒ No If yes, please explain in Remarks.

ADJOINING PROPERTY ON THE WATERWAY: Give names, addresses, and phone numbers of owners and/or occupants.

Various

PLEASE EXPLAIN IN DETAIL your plans to restore the area to its natural condition.

The area will restore itself to its natural condition over a short period of time.

INFORMATION FOR FILL OR REMOVAL:

FILL WILL INVOLVE _____ cubic yards annually, and _____ cubic yards for the total project.

☐ Riprap ☐ Rock ☐ Gravel ☐ Sand ☐ Silt ☐ Clay ☐ Organic

REMOVAL WILL INVOLVE 20,000 cubic yards annually, and 80,000 cubic yards for the total project.

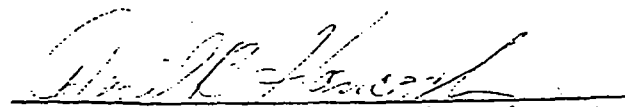
☐ Rock ☐ Gravel ☒ Sand ☒ Silt ☒ Clay

DESCRIBE IN DETAIL THE PROPOSED ACTIVITY---its primary purpose and secondary purpose, if any,---intended use (private, public, commercial)---type of structures and use---type of vessels using facility---facilities for handling wastes---type of conveyance and manner of extraction of any fill or removal---the quantity and composition of, and the source and disposal sites for any fill or removal. (If additional space is needed, use plain sheet of paper.)

Annual maintenance dredging of the Ports marine berthing facilities including Port Marine Terminals 1, 2, 4, 5 and the Swan Island Repair Yard to provide adequate depths for navigation. Because river shoaling is unpredictable and produces great yearly variability in the need for maintenance dredging the particular facilities and the exact volumes required in any given year is unknown.

Generally shoals are removed with a barge mounted clamshell bucket and barged to either the in-water disposal site at Morgan Bar or transported to an approved upland site. The choice of disposal site depends on the suitability of the material. Since the sediment quality is expected to be variable between locations, sediments will be evaluated prior to dredging as to their suitability for inwater disposal. The interim DEQ sediment quality guidelines will be used as criteria for suitability for inwater disposal. The use of the Morgan Bar disposal site will be coordinated with the resource agencies.

Application is hereby made for a permit or permits to authorize the activities described herein. I certify that I am familiar with the information contained in this application, and that, to the best of my knowledge and belief, such information is true, complete, and accurate. I further certify that I possess the authority to undertake the proposed activities.


Signature of Applicant or Authorized Agent

18 USC 1001 provides in part: "Whoever, in any manner within the jurisdiction of any department . . . of the United States knowingly and willfully falsifies . . . a material fact or makes any false . . . statement or . . . any false . . . document . . . shall be fined not more than \$10,000 or imprisoned not more than five years, or both."

Division of State Lands
775 Summer Street NE
Salem, OR 97310
☐ 378-3805

Permit No.: 2080 - Revised
Permit Type: Removal
Waterway: Willamette River
County: Multnomah County
Expiration Date: February 4, 2000

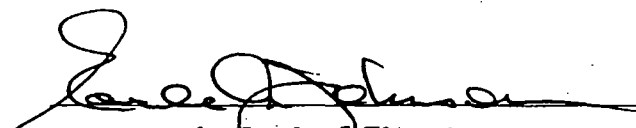
PORT OF PORTLAND

IS AUTHORIZED IN ACCORDANCE WITH ORS 196.800 TO 196.990 TO PERFORM THE OPERATIONS DESCRIBED IN THE ATTACHED COPY OF THE APPLICATION, SUBJECT TO THE SPECIAL CONDITIONS LISTED ON ATTACHMENT A AND TO THE FOLLOWING GENERAL CONDITIONS:

1. This permit does not authorize trespass on the lands of others. The permit holder shall obtain all necessary access permits or rights-of-way before entering lands owned by another.
2. This permit does not authorize any work that is not in compliance with local zoning or other local, state, or federal regulation pertaining to the operations authorized by this permit. The permit holder is responsible for obtaining the necessary approvals and permits before proceeding under this permit.
3. All work done under this permit must comply with Oregon Administrative Rules, Chapter 340; Standards of Quality for Public Waters of Oregon. Specific water quality provisions for this project are set forth on Attachment A.
4. Violations of the terms and conditions of this permit are subject to administrative and/or legal action which may result in revocation of the permit or damages. The permit holder is responsible for the activities of all contractors or other operators involved in work done at the site or under this permit.
5. A copy of the permit shall be available at the work site whenever operations authorized by the permit are being conducted.
6. Employees of the Division of State Lands and all duly authorized representatives of the Director shall be permitted access to the project area at all reasonable times for the purpose of inspecting work performed under this permit.
7. Any permit holder who objects to the conditions of this permit may request a hearing from the Director, in writing, within 10 days of the date this permit was issued.

NOTICE: If removal is from state-owned submerged and submersible land, the applicant must comply with leasing and royalty provisions of ORS 274.530. If the project involves creation of new lands by filling on state-owned submerged or submersible lands, you must comply with ORS 274.905 - 274.940. This permit does not relieve the permittee of an obligation to secure appropriate leases from the Division of State Lands, to conduct activities on state-owned submerged or submersible lands. Failure to comply with these requirements may result in civil or criminal liability. For more information about these requirements, please contact the Division of State Lands, 378-3805.

John E. Lilly, Acting Director
Oregon Division of State Lands


Authorized Signature

August 23, 1995
Date Issued

ATTACHMENT A

Special Conditions for Material Removal Permit No. 2080

1. This permit authorizes the removal of up to 25,000 cubic yards of sand and silt in the Willamette River, between miles 1.0 and 11.0 (Port Marine Terminals 1, 2, 4, and 5 and the Swan Island Repair Yard) to provide adequate depths for operation of Port's facilities as outlined in the attached permit application, map and drawings.
2. Turbidity shall not exceed 10% above natural stream turbidities as a result of the project. The turbidity standard may be exceeded for a limited duration, (per OAR 340-41) provided all practicable erosion control measures have been implemented as applicable, including, but not limited to:
 - use of filter bags, sediment fences, silt curtains, leave strips or berms, or other measures sufficient to prevent offsite movement of soil;
 - use of an impervious material to cover stockpiles when unattended or during a rain event;
 - graveled construction accesses to prevent movement of material offsite via construction vehicles;
 - sediment traps or catch basins to settle out solids prior to water entering ditches or waterways; andErosion control measures shall be maintained as necessary to ensure their continued effectiveness, until soils become stabilized.
3. Petroleum products, chemicals, or other deleterious materials shall not be allowed to enter the water.
4. If the material is federally approved for in-water disposal it may be disposed of at Morgan Bar or at Ross Island Lagoon, otherwise an approved upland disposal site shall be used.
5. Removal in the permit area shall be conducted between July 1 through October 31 and December 1 to January 31.
6. Material shall not be removed to a depth greater than -41 feet MSL.
7. The Division of State Lands retains the authority to temporarily halt or modify the project in case of excessive turbidity or damage to natural resources.

COMMENT:

Outfalls are located adjacent to most of the dredging areas. The applicant is responsible for preventing damage to the facilities or obstruction of flow out of the structures.

August 23, 1995



This notice of authorization must be
conspicuously displayed at the site of work.

United States Army Corps of Engineers

September 16, 19 91

A permit to dredge up to 20,000 cubic yards of material per year for the
next ten years.

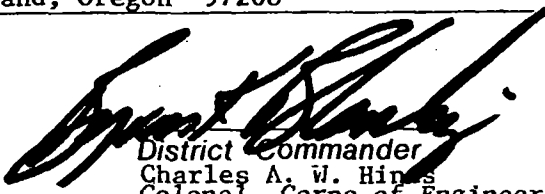
at River Miles 11, 10, 5, 1, and the Swan Island Repair Yard, Willamette
River, Oregon.

has been issued to Port of Portland on Sept. 16, 19 91

Address of Permittee Box 3529, Portland, Oregon 97208

Permit Number

071-0YA-1-008760


District Commander
Charles A. W. Hines
Colonel, Corps of Engineers
District Engineer

ENG FORM 4336, Jul 81 (33 CFR 320-330) EDITION OF JUL 70 MAY BE USED

(Proponent: CECW O)

FEDERAL Permit
Expire SAD. 2001

DEPARTMENT OF THE ARMY PERMIT

Permittee: PORT OF PORTLAND

Permit No: 071-OYA-1-008760

Issuing Office: U.S. ARMY CORPS OF ENGINEERS, PORTLAND DISTRICT

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: To clamshell dredge up to 20,000 cubic yards of material per year from terminals 1 (Willamette River mile 11), 2 (mile 10), 4 (mile 5), 5 (mile 1), and the Swan Island Repair Yard (miles 8 - 9). The project involves dredging material on an "as needed" basis for the next 10 years.

Purpose: To provide and maintain adequate depths at the terminals and repair yard.

Drawings: Three sheets marked 008760 (Columbia River - Dredging)

Project Location: Terminals 1 (Willamette River mile 11), 2 (mile 10), 4 (mile 5), 5 (mile 1), and the Swan Island Repair Yard (miles 8 - 9) located in the Willamette River in Multnomah County, Oregon.

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on February 1, 2001. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this required if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

Permittee: PORT OF PORTLAND

Permit No: 071-OYA-1-008760

4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions: See page 2a

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:
 - (X) Section 10 of the Rivers and Harbors act of 1899 (33 U.S.C. 403).
 - () Section 404 of the Clean Water Act (33 U.S.C. 1344).
 - () Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).
2. Limits of this authorization.
 - a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.
 - b. This permit does not grant any property rights or exclusive privileges.
 - c. This permit does not authorize any injury to the property or rights others.
 - d. This permit does not authorize interference with any existing or proposed Federal project.
3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:
 - a. Damages to the permitted project or uses therefore as a result of other permitted or unpermitted activities or from natural causes.
 - b. Damages to the permitted project or uses therefore as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
 - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
 - d. Designed or construction deficiencies with the permitted work.

Permittee: PORT OF PORTLAND

Permit No: 071-OYA-1-008760 Special Conditions a. through i.

- a. All digging passes of the dredging bucket, which may include grab or clamshell, dipper, dragline, or backhaul bucket, shall be completed without any material, once in the bucket, from being returned to the waterway.
- b. You must advise the Regulatory and Resource Branch in writing at least two weeks before you start maintenance dredging activities authorized by this permit. You must also specify your plans and site location(s) for dredged material disposal.
- c. You shall comply with the timing restrictions for in-water work as imposed by the Oregon Division of State Lands.
- d. Turbidity increase is limited to 10% increase above background as measured 100 feet downstream from the project or within the Swan Island lagoon area.
- e. The applicant will provide a dredging data report at yearly intervals until the project is completed. At project completion, a final report shall be submitted. The data needed in the reports shall include the amount and location where the material was taken, the quality or kind of material excavated, pre- and post-depths where the material was excavated, and other relevant information that may be useful to help understand and characterize the nature of the channel's substrate.
- f. In order to avoid possible conflicts in dredging and equipment movement in the Columbia River, site-specific locations shall be provided to the Waterways Project Subsection of the Navigation Branch in Operations Division at least 30 days prior to the start of mining.
- g. Your use of the permitted activity must not interfere with the public's right to free navigation on all navigable waters of the United States.
- h. You must install and maintain, at your expense, any safety lights and signals prescribed by the United States Coast Guard (USCG), through regulations or otherwise, on your authorized facilities. The USCG may be reached at: Commander, Thirteenth Coast Guard District, US Coast Guard - OAN, 915 Second Avenue, Seattle, Washington 98174-1067 (206/442-5864).
- i. This authorization for maintenance dredging is valid until 1 February 2001.


Permit No: 071-OYA-1-008760

- Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

- Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.**

L. N. Weber
(PERMITTEE)

9-10-91
(DATE)

This permit becomes effective when the Federal

 (DISTRICT ENGINEER)
 Charles A. W. Hines
 Colonel, Corps of Engineers
 District Engineer

September 16, 1991
(DATE)

(TRANSFEREE)

(DATE)



DEPARTMENT OF THE ARMY
PORTLAND DISTRICT, CORPS OF ENGINEERS
P.O. BOX 2946
PORTLAND, OREGON 97208-2946

REPLY TO
ATTENTION OF:

August 24, 1995

OP-G
OP-G
Orig
Typist

Operations Division

SUBJECT: Permit Application ID No: 8760; Modification

Port of Portland
Attn: Dana Siegfried
P.O. Box 3529
Portland, Oregon 97208

Dear Ms. Siegfried:

We have received your letter dated July 18, 1995, requesting that the authorized dredging quantity of the subject permit be increased from 20,000 to 25,000 cubic yards. We have reviewed this request and will grant the increase. The project description now reads as follows:

To clamshell dredge up to 25,000 cubic yards of material per year from Willamette River terminals 1 (mile 11), 2 (mile 10), 5 (mile 1), and the Swan Island Repair Yard (miles 8 - 9). The project involves dredging material on an "as needed" basis for the next 10 years.

Please be aware that the conditions to which the work is made subject remain in full force and effect.

If you have any questions regarding this modification, please contact Ms. Judy Linton at the above address or telephone (503) 326-6096.

BY AUTHORITY OF THE SECRETARY OF THE ARMY:

Timothy L. Wood
Colonel, U.S. Army
Commanding

Copy Furnished:

ODSL (Hedrick - 2080)

Division of State Lands
775 Summer Street NE
Salem, OR 97310
☎ 378-3805
378-3059

NOTICE
THIS COPY MUST
BE ON WORK SITE

Permit No.: 3891 - Revised
Permit Type: Fill
Waterway: Columbia River
County: Multnomah County
Expiration Date: June 30, 1999
PN 95-783


PORT OF PORTLAND

IS AUTHORIZED IN ACCORDANCE WITH ORS 196.800 TO 196.990 TO PERFORM THE OPERATIONS DESCRIBED IN THE ATTACHED COPY OF THE APPLICATION, SUBJECT TO THE SPECIAL CONDITIONS LISTED ON ATTACHMENT A AND TO THE FOLLOWING GENERAL CONDITIONS:

1. This permit does not authorize trespass on the lands of others. The permit holder shall obtain all necessary access permits or rights-of-way before entering lands owned by another.
2. This permit does not authorize any work that is not in compliance with local zoning or other local, state, or federal regulation pertaining to the operations authorized by this permit. The permit holder is responsible for obtaining the necessary approvals and permits before proceeding under this permit.
3. All work done under this permit must comply with Oregon Administrative Rules, Chapter 340; Standards of Quality for Public Waters of Oregon. Specific water quality provisions for this project are set forth on Attachment A.
4. Violations of the terms and conditions of this permit are subject to administrative and/or legal action which may result in revocation of the permit or damages. The permit holder is responsible for the activities of all contractors or other operators involved in work done at the site or under this permit.
5. A copy of the permit shall be available at the work site whenever operations authorized by the permit are being conducted.
6. Employees of the Division of State Lands and all duly authorized representatives of the Director shall be permitted access to the project area at all reasonable times for the purpose of inspecting work performed under this permit.
7. Any permit holder who objects to the conditions of this permit may request a hearing from the Director, in writing, within 10 days of the date this permit was issued.

NOTICE: If removal is from state-owned submerged and submersible land, the applicant must comply with leasing and royalty provisions of ORS 274.530. If the project involves creation of new lands by filling on state-owned submerged or submersible lands, you must comply with ORS 274.905 - 274.940. This permit does not relieve the permittee of an obligation to secure appropriate leases from the Division of State Lands, to conduct activities on state-owned submerged or submersible lands. Failure to comply with these requirements may result in civil or criminal liability. For more information about these requirements, please contact the Division of State Lands, 378-3805.

Earle A. Johnson, Manager
Western Region Field Operations
Oregon Division of State Lands


Authorized Signature

OCT 22 1995

ENTERED FOR RECORD
10/22/95

December 21, 1995

Date Issued

ATTACHMENT A

Special Conditions for Material Fill Permit No. 3891

1. This permit authorizes in-water disposal of up to 30,000 cubic yards of dredged material in the Columbia River at River Mile 100 to 101 as outlined in the attached permit application, map and drawings.
2. Turbidity shall not exceed 10% above natural stream turbidities as a result of the project. The turbidity standard may be exceeded for a limited duration, (per OAR 340-41.)
3. Petroleum products, chemicals, or other deleterious materials shall not be allowed to enter the water.
4. All debris recovered as part of dredged spoils (snags, tires, cables, etc.) shall be placed in an approved upland location.
5. All material dredged from Slip 3, Terminal 4 shall be placed in an approved upland location.
6. All material proposed for disposal will be tested to determine the suitability for unconfined in-water disposal. A copy of the test result shall be sent to the Department of Environmental Quality and the Division of State Lands at least 15 days prior to commencing disposal activity.
7. Disposal shall occur in water greater than -40 feet deep Columbia River Datum;
8. Disposal shall occur only during the in-water work period of November 1 through February 28;
9. No material shall be discharged within 75 feet of the shoreline.
10. The Port shall make every effort to dump materials when the river flows exceeds 200,000 cubic feet per second at the disposal site. However, when necessary, dumping may occur when the flow exceeds 100,000 cubic feet per second by discharging slowly while underway from the downstream to the upstream within the approval site.
11. The Division of State Lands and the Oregon Department of Fish and Wildlife biologist, Don Bennett (phone: 657-2029), shall be contacted prior to any in-water disposal in order that the activity can be visually monitored.
12. The Division reserves the right to require modifications in disposal practices in the event that the use of the Morgan Bar site is shown to accelerate sediment deposition at the mouth of Dairy Creek.
13. The Division of State Lands retains the authority to temporarily halt or modify the project in case of excessive turbidity or damage to natural resources.

December 21, 1995



US Army Corps
of Engineers
Portland District

JOINT

PERMIT APPLICATION FORM

THIS APPLICATION WILL MEET THE REQUIREMENTS OF BOTH AGENCIES



AGENCIES WILL ASSIGN NUMBERS

Corps Action ID Number 95-783

Oregon Division of State Lands Number 3891

SEND ONE SIGNED COPY OF YOUR APPLICATION TO EACH AGENCY

District Engineer
ATTN: CENPP-PE-RP
P O Box 2946
Portland, OR 97208-2946
503/326-7730

State of Oregon
Division of State Lands
775 Summer Street NE
Salem OR 97310
503/378-3805

① Applicant Name and Address
Port of Portland
P.O. Box 3529
Portland, OR 97208

business phone # 731-7323

home phone #

FAX # 731-7626

☐ Co-Applicant
☐ Authorized Agent
☐ Contractor
Name and Address
Dana Siegfried
Port of Portland

business phone # 731-7323

home phone #

FAX # 731-7626

Property Owner
(if different than applicant)
Name and Address

business phone #

home phone #

FAX #

② PROJECT LOCATION

Street, Road or other descriptive location		Legal Description			
Morgan Bar		Quarter	Section	Township	Range
		Near	39	2 - N	1W
In or Near (City or Town)	County	Tax Map #		Tax Lot #	
Sauvie Island	Multnomah				
Waterway	River Mile	Latitude	Longitude		
Columbia River	100 - 101	45°40'00" N	122°46'30"W		

Is consent to enter property granted to the Corps and the Division of State Lands? ☐ Yes ☐ No

③ PROPOSED PROJECT INFORMATION

Activity Type: ☒ Fill ☐ Excavation (removal) ☐ In-Water Structure ☐ Maintain/Repair an Existing Structure

Brief Description: In-water disposal of dredged material

Fill will involve 30,000 cubic yards annually and/or _____ cubic yards for the total project
_____ cubic yards in a wetland or below the ordinary high water or high tide line

Fill will be ☐ Riprap ☐ Rock ☐ Gravel ☒ Sand ☒ Silt ☐ Clay ☐ Organics ☐ Other

Fill Impact Area is _____ Acres; _____ length; _____ width; _____ depth

Removal will involve _____ cubic yards annually and/or _____ cubic yards for the total project
_____ cubic yards below the ordinary high water or high tide line

Removal will be ☐ Riprap ☐ Rock ☐ Gravel ☐ Sand ☐ Silt ☐ Clay ☐ Organics ☐ Other

Removal Impact Area is _____ Acres; _____ length; _____ width; _____ depth

Estimated Start Date Nov. 1 Estimated Completion Date Feb. 28

Will any material, construction debris, runoff, etc. enter a wetland or waterway? ☐ Yes ☐ No

If yes, describe the type of discharge and show the discharge location on the site plan.

④

PROPOSED PROJECT PURPOSE & DESCRIPTION

Project Purpose and Need: The purpose of the project is to provide the Port with an in-water site for disposal of uncontaminated dredged material.

Project Description: The Port annually dredges approximately 30,000 cubic yards of material from cargo terminals in the Willamette and Columbia Rivers. An in-water disposal site is necessary to achieve efficient, cost-effective, dredged material disposal. The Port proposes to use a 6-celled, bottom dump barge. The cells can be dumped individually at different locations within the disposal site to prevent mounding of material under low flow conditions (<200,000 cfs). Previous use of the Morgan Bar site has shown that material will disperse from the site.

The Port anticipates pre- and post- dredging surveys to monitor the depths at the disposal site.

How many project drawing sheets are included with this application? 1

NOTE: A complete application must include drawings and a location map submitted on separate 8 1/2 X 11 sheets.

⑤

PROJECT IMPACTS AND ALTERNATIVES

Describe alternative sites and project designs that were considered to avoid impacts to the waterway or wetland.

Upland sites have limited capacity and should be reserved for emergency situations or contaminated materials.

In-water disposal at Ross Island is prohibitively expensive, and with limited capacity, should be reserved for disposal of contaminated sediments.

Describe what measures you will use (before and after construction) to minimize impacts to the waterway or wetland.

1. Disposal will occur in water between 40' and 50' deep to avoid shallow-water habitat.
2. Disposal will occur during ODFW preferred in-water work period Nov. 1-Feb. 28.
3. Material to be dredged will be evaluated under the tier testing approach per the Draft Inland Testing Manual. No sediments which are unsuitable for in-water disposal will be disposed at Morgan Bar.
4. Material will be discharged no closer than 75 feet from the shoreline.

NOTE: If necessary, use additional sheets.

⑥

ADDITIONAL INFORMATION

Joining Property Owners and Their Addresses and Phone Numbers

Has the proposed activity or any related activity received the attention of the Corps of Engineers or the State of Oregon in the past, e.g., wetland delineation, violation, permit, lease request, etc.? ☒ YES ☐ NO

Yes, what identification number(s) were assigned by the respective agencies:

Corps # 8625 (expired)

State of Oregon # 3891 (active)

- ☒ This project is not regulated by the local comprehensive plan and zoning ordinance.
- ☐ This project has been reviewed and is consistent with the local comprehensive plan and zoning ordinance.
- ☐ This project has been reviewed and is not consistent with the local comprehensive plan and zoning ordinance.
- ☐ Consistency of this project with the local planning ordinance cannot be determined until the following local approval(s) are obtained:
- ☐ Conditional Use Approval ☐ Development Permit
- ☐ Plan Amendment ☐ Zone Change
- ☐ Other _____

A ☒ has ☐ has not been made for local approvals checked above.

SR. Pawan Murtomath 7/26/95

Signature (of local planning official) Title City / County Date

⑧ COASTAL ZONE CERTIFICATION

If the proposed activity described in your permit application is within the Oregon coastal zone, the following certification is required before your application can be processed. A public notice will be issued with the certification statement which will be forwarded to the Oregon Department of Land Conservation and Development (DLCD) for its concurrence or objection. For additional information on the Oregon Coastal Zone Management Program, contact the department at 1175 Court Street NE, Salem, Oregon 97310 or call 503-373-0050.

CERTIFICATION STATEMENT

I certify that, to the best of my knowledge and belief, the proposed activity described in this application complies with the approved Oregon Coastal Zone Management Program and will be completed in a manner consistent with the program.

Print/Type Name

Title

Applicant Signature

Date

⑨ SIGNATURE FOR JOINT APPLICATION
(REQUIRED)

Application is hereby made for the activities described herein. I certify that I am familiar with the information contained in the application, and, to the best of my knowledge and belief, this information is true, complete, and accurate. I further certify that I possess the authority including the necessary requisite property interests to undertake the proposed activities. I understand that the granting of other permits by local, county, state or federal agencies does not release me from the requirement of obtaining the permits requested before commencing the project. I understand that local permits may be required before the state removal-fill permit is issued. I understand the payment of the required state processing fee does not guarantee permit issuance.

ROBERT F. BALASKI

Print/Type Name

(coapplicant)

Mng. - Project Development

Title

[Signature]

Applicant Signature

(coapplicant)

July 20, 1995

Date

I certify that I may act as the duly authorized agent of the applicant.

Print/Type Name

Title

Authorized Agent Signature

Date

DEPARTMENT OF THE ARMY PERMIT

Permittee: PORT OF PORTLAND

Permit No: 95-00783

Issuing Office: U.S. ARMY CORPS OF ENGINEERS, PORTLAND DISTRICT

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: Discharge up to 30,000 cubic yards of material annually for a period of five years at Morgan Bar (on the south side of the authorized Federal navigation channel). Material will originate from Terminals 1, 2, 4, and 5 on the Willamette River (miles 1 to 11), the Portland Ship Repair Yard (Willamette River mile 8), and Terminal 6 on the Columbia River (mile 102). Disposal will occur in water with depths of -40 feet Columbia River Datum (CRD) or deeper, and at least 75 feet from the shoreline. Appropriate disposal methods will be used to prevent mounding. All material proposed for placement at the Morgan Bar site will be tested to determine the suitability for unconfined in-water disposal. Buoys will mark the corners of the disposal site.

Purpose: To provide an in-water disposal site for uncontaminated material.

Drawing: One sheet marked 95-783 (Columbia River - Dredged Material Disposal)

Project Location: Columbia River between miles 100 and 101, near Sauvie Island, Multnomah County, Oregon.

General Conditions:

1. The time limit for completing the work authorized ends on November 30, 2000. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

Permittee: PORT OF PORTLAND

Permit No: 95-00783

4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions a. through j.:

- a. Disposal at Morgan Bar shall occur during the period of November 1 through February 28.
- b. The material shall be disposed at Morgan Bar off Sauvie Island and south of the authorized navigation channel. Material shall only be disposed in water with depths of -40 feet Columbia River Datum (CRD) or deeper, and at least 75 feet from the shoreline.
- c. Appropriate methods shall be used to prevent mounding at the disposal site.
- d. The Permittee shall notify the Channels & Harbors Projects Branch, Waterways Maintenance Section (Eric Braun, 326-6087) at least 30 days prior to the start of the discharge to avoid possible conflicts with Corps of Engineers dredging and equipment movement in the Columbia River within the vicinity of the disposal site.
- e. You must have a copy of this permit available on the vessel used for the authorized transportation and disposal of dredged material.
- f. The permittee shall provide a discharge data report following the completion of each seasons discharge activities. The report shall include the date(s) of discharge, source and amount of material discharged, and the method and location of the discharge. If information is available regarding pre- and post-discharge depths this should also be included in the report.

(Cont'd on page 2a)

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

- (X) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).
- (X) Section 404 of the Clean Water Act (33 U.S.C. 1344).
- () Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

- a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.
- b. This permit does not grant any property rights or exclusive privileges.
- c. This permit does not authorize any injury to the property or rights of others.
- d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
- b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
- c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

Permittee: PORT OF PORTLAND

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g. Sediment testing is required prior to the placement of any material at the Morgan Bar site. The permittee shall contact the Portland District Regulatory Branch (326-6096) at least two weeks prior to any proposed sampling to allow the design of a sediment sampling/testing plan or review of any permittee designed plan. Sediment testing results and documentation shall be provided to the Portland District Regulatory Branch at least 30 days prior to the proposed discharge to allow time for review and a determination as to the suitability of the proposed discharge for inwater disposal. Sediment testing requirements shall be based on the Portland District's tiered testing approach and the Inland Testing Manual.

h. The Permittee shall comply with the conditions of the Water Quality Certification issued by the Oregon Department of Environmental Quality (dated November 13, 1995). A copy of the certification is attached to this permit.

i. When the District Engineer has been notified by a fishery agency that a filling activity is adversely affecting fish or wildlife resources or the harvest thereof, and when the District Engineer subsequently directs remedial measures, the permittee shall comply with such directions as may be received to suspend or modify the activity, to the extent required to mitigate or eliminate the adverse effect.

j. Any necessary project modifications within the regulatory authority of the Corps of Engineers shall be reported; written approval from the Corps of Engineers is required prior to implementation of any such project modification.

Permittee: PORT OF PORTLAND

Permit No: 95-00783

- d. Design or construction deficiencies associated with the permitted work.
 - e. Damage claims associated with any future modification, suspension, or revocation of this permit.
4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
- a. You fail to comply with the terms and conditions of this permit.
 - b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).
 - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

Kenneth N. Weber
(PERMITTEE SIGNATURE)

Kenneth N. Weber
(PRINTED NAME)

11/20/95
(DATE)

Director, Engineering Services
(TITLE)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

Byron K. Blankenship
(DISTRICT ENGINEER)
Byron K. Blankenship
FOR
Timothy L. Wood
Colonel, U.S. Army
Commanding

November 22, 1995
(DATE)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(TRANSFeree)

(DATE)